



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER
6611C021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

VENDOR

\*709045044      304-486-5195  
 LUSHER TRUCKING CO INC  
 70 Davis Br. Rd.  
 PRICHARD WV 25555

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011				

BID OPENING DATE: **03/22/2011**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
<p>STONE, AGGREGATE AND CINDERS</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS 1 THRU 10 AND CINDERS FOR DISTRICTS 1,3,4,6 AND 7 PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/11/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p>						
				REQUISITION NO.:	6611C021	

RECEIVED  
 2011 MAR 21 PM 12:41  
 W.V. PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Frank W. Sule</i>	TELEPHONE 304-486-5195	DATE 3/20/11
TITLE President	FEIN 550577610	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 Department of Administration  
 Purchasing Division  
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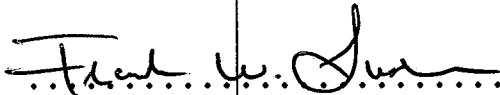
PAGE
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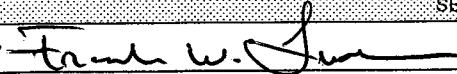
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 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
02/23/2011				
BID OPENING DATE: 03/22/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 X.....</p> <p>NO. 2 X.....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE            Lusher Trucking Co., Inc.            COMPANY         </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	304-486-5195	3/20/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-0577610		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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				.....3/20/11..... DATE		
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED SIX (6) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Lee</i>	TELEPHONE 304-486-5195	DATE 3/20/11
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Frank W. Owen</i>	304-486-5195	3/20/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0577610	

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<p>CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank W. [Signature]</i>	TELEPHONE 304-486-5195	DATE 3/20/11
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      SHERI SLONE - FILE 33</p> <p>RFQ. NO.:      6611C021</p> <p>BID OPENING DATE:      03/22/2011</p> <p>BID OPENING TIME:      1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY            TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-486-9060 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Frank W. Lusher -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Frank W. Lusher</i>	304-486-5195	3/20/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0577610	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 6611C021 ***** TOTAL:						

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SIGNATURE <i>Frank W. Sun</i>	TELEPHONE 304-486-5195	DATE 3/20/11
TITLE President	FEIN 55-0577610	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) ADD CONTRACT ITEM Y, 6"CRUSHER RUN TO BIDDING SCHEDULE 12.1 PER THE ATTACHED						
2.) PROVIDE A COPY OF THE VENDOR PREFERENCE CERTIFICATE						
3.) BID OPENING DATE REMAINS 03/22/2011 AT 1:30 PM						
*****END ADDENDUM NO. 1*****						
0001	1	EA		750-35		
STONE, AGGREGATE AND CINDERS						
***** THIS IS THE END OF RFQ 6611C021 ***** TOTAL:						

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3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
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11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
6611C021

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33 304-558-2402

V E N D O R	*709045044	304-486-5195
	LUSHER TRUCKING CO INC	
	70 Davis Br. Rd.	
	PRICHARD WV 25555	

S H I P T O	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/16/2011				

BID OPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO CORRECT DISTRICT 3, MILLSTONE LOCATION BID SCHEDULE PER THE ATTACHED.						
*****END ADDENDUM NO. 2*****						
0001	1	EA		750-35		
STONE, AGGREGATE AND CINDERS						
***** THIS IS THE END OF RFQ 6611C021 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Frank W. Lusher</i>	304-486-5195	3/20/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	55-0577610		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
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4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
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12. BIDDING SCHEDULE

66-11-C021 – Addendum #1 Adding Contract Item Y



12.1 Bidding F.O.B. Vendor's Storage Site

- a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

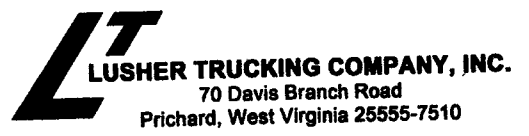
Limestone: Mountain Materials, Carter City, KY  
Hanson Aggregates, Grayson, KY  
Brushy Creek Stone, Carter, KY  
Slag: Mountain Slag, Wurtland, KY AK Steel, Ashland, KY  
Gravel/Sand: Letart Corp. Rt. 2 Gallipolis Ferry, WV

- b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

Limestone: Mountain Materials Rt. 474 Carter City, KY  
Hanson Aggregates 14011 St. Highway 9 (15 mi. from) Grayson, KY  
Brushy Creek Stone Rt. 2 Carter, KY  
Slag: Mountain Slag US 23 Wurtland, KY  
Gravel/Sand: Letart Corp. Rt. 2 Gallipolis Ferry, WV

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton</u>		
		<u>F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE</u> <u>SANDSTONE,</u> <u>GRAVEL, SAND</u>	<u>BLAST</u> <u>FURNACE</u> <u>SLAG</u>	<u>STEEL</u> <u>SLAG</u>
A	Class 1 Aggregate	8.25	10.75	
B	Class 2 Aggregate	8.00	10.75	
C	Class 10 Aggregate	8.00	10.75	
D	AASHTO #1 Aggregate	8.25	10.75	
E	AASHTO #3 Aggregate	8.25	10.75	
F	AASHTO #4 Aggregate	8.25	10.75	
G	AASHTO #467 Aggregate	8.00	10.75	
H	AASHTO #57 Aggregate	8.25	10.75	
I	AASHTO #67 Aggregate	9.75	10.75	
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate	10.25	13.00	
L	AASHTO #9 Aggregate		13.00	
M	Stone for Gabions	9.50		
N	Fine Aggregate	9.00		
O	Standard Abrasives		10.00	

BIDDING SCHEDULE (Continued) Addendum #1



12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton</u> <u>F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE</u> <u>SANDSTONE,</u> <u>GRAVEL, SAND</u>	<u>BLAST</u> <u>FURNACE</u> <u>SLAG</u>	<u>STEEL</u> <u>SLAG</u>
P	Modified Abrasives	_____	10.00	_____
Q	Riprap	10.50	_____	_____
R	Shot Rock	10.50	_____	_____
S	AASHTO #8 Modified	_____	13.00	_____
T	AASHTO #9 Modified	_____	_____	_____
U	Pea Gravel	6.00	_____	_____
V	#11 Limestone Abrasives	7.50	_____	_____
W	Haul by Vendor (Except Items R and Q): @ 1.25 \$ for First Ton-Mile @ .15 \$ for Each Additional Ton Mile	_____	_____	_____
X	Haul by Vendor (Items R and/or Q): @ 1.50 \$ for First Ton-Mile @ .15 \$ for Each Additional Ton-Mile	_____	_____	_____
Y	6" Crusher Run (Pick-up only)	_____	_____	_____

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton</u> <u>F.O.B. Vendor's Storage Site</u>
AA	Cinders (See Note 1.)	_____

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

c) SOURCE OF MATERIAL Name and Location of plant which produces the material:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

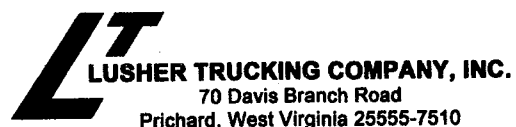
d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors storage sites.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



12. BIDDING SCHEDULE DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Bid Price (\$/Ton) F>o.B.  
DOH Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

CLAY COUNTY

A	Class 1	3000	Big Otter
E	No. 3	2000	Big Otter
G	No. 467	1500	Big Otter
S	No. 8 Modified	1500	Big Otter

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

CLAY COUNTY CR 11

A	Class 1	3700	Widen Road
E	No. 3	1300	Widen Road
G	No. 467	3000	Widen Road
L	No. 9	1000	Widen Road
M	Gabion Stone	500	Widen Road
N	Fine Aggregate	100	Widen Road
O	Standard Abr.	2500	Widen Road
P	Modified Abr.	2500	Widen Road
S	No. 8 Modified	3000	Widen Road

	21.00	

KANAWHA COUNTY

L	No. 9	1000	North Charleston
N	Fine Aggregate	100	North Charleston
O	Standard Abr.	2500	North Charleston
P	Modified Abr.	2500	North Charleston

	21.00	

KANAWHA COUNTY

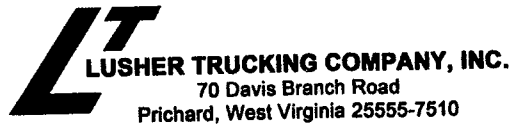
A	Class 1	3100	Elkview
D	No. 1	600	Elkview
E	No. 3	1800	Elkview
G	No. 467	2000	Elkview
L	No. 9	1000	Elkview
M	Gabion Stone	500	Elkview
N	Fine Aggregate	100	Elkview
O	Standard Abr.	2500	Elkview
P	Modified Abr.	2500	Elkview
S	No.8 Modified	3000	Elkview

	25.75	
	25.75	
	25.75	
	25.00	
	25.00	



12. BIDDING SCHEDULE DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Bid Price (\$/Ton) F.O.B.  
DOH Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

KANAWHA COUNTY

A	Class 1	2500	Chelyan
D	No. 1	600	Chelyan
E	No. 3	1800	Chelyan
G	No. 467	1000	Chelyan
L	No. 9	1000	Chelyan
M	Gabion Stone	500	Chelyan
N	Fine Aggregate	100	Chelyan
O	Standard Abr.	2500	Chelyan
P	Modified Abr.	2500	Chelyan
S	No. 8 Modified	3000	Chelyan
U	Pea Gravel	500	Chelyan

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	25.00	
	25.00	
17.00		

KANAWHA COUNTY

A	Class 1	3000	St. Albans
D	No. 1	600	St. Albans
E	No. 3	1800	St. Albans
G	No. 467	2000	St. Albans
L	No. 9	1000	St. Albans
M	Gabion Stone	500	St. Albans
N	Fine Aggregate	100	St. Albans
O	Standard Abr.	2500	St. Albans
P	Modified Abr.	2500	St. Albans
S	No. 8 Modified	3000	St. Albans

	23.00	
	23.00	
	23.00	
	22.00	
	22.00	

MASON COUNTY

L	No. 9	1000	Point Pleasant
N	Fine Aggregate	100	Point Pleasant
O	Standard Abr.	2500	Point Pleasant
P	Modified Abr.	2500	Point Pleasant

	21.60	
	21.60	

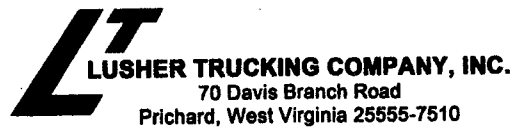
MASON COUNTY

A	Class 1	3000	Lakin
D	No. 1	500	Lakin
E	No. 3	1500	Lakin
G	No. 467	1000	Lakin
M	Gabion Stone	1000	Lakin
S	No. 8 Modified	5000	Lakin

	24.50	
	24.50	

12. BIDDING SCHEDULE DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Bid Price (\$/Ton) F.O.B.  
DOH Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

MASON COUNTY

A	Class 1	3000	Glenwood
D	No. 1	500	Glenwood
E	No. 3	1500	Glenwood
G	No. 467	1000	Glenwood
S	No. 8 Modified	5000	Glenwood

PUTNAM COUNTY

A	Class 1	5000	Hurricane Lot
D	No. 1	1200	Hurricane Lot
E	No. 3	1500	Hurricane Lot
G	No. 467	1000	Hurricane Lot
L	No. 9	1000	Hurricane Lot
O	Abrasives	2500	Hurricane Lot
P	Modified Abr.	2500	Hurricane Lot
S	No. 8 Modified	3000	Hurricane Lot

PUTNAM COUNTY

A	Class 1	3000	Red House
D	No. 1	1200	Red House
E	No. 3	2000	Red House
G	No. 467	1000	Red House
L	No. 9	1000	Red House
N	Fine Aggregate	1000	Red House
O	Abrasives	1000	Red House
P	Modified Abr.	2500	Red House
S	No. 8 Modified	5000	Red House

PUTNAM COUNTY

A	Class 1	500	Scary
L	No. 9	1000	Scary
N	Fine Aggregate	200	Scary
O	Standard Abr.	2500	Scary
P	Modified Abr.	2500	Scary
S	No. 8 Modified	800	Scary

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
20.00		
	20.00	
	20.00	
	20.00	
	25.00	

18.45		
	19.75	
	19.75	
18.75		
	18.75	
	18.75	

	24.00	
	24.00	
	24.00	
	20.00	
	20.00	

	20.00	
	20.00	

12. BIDDING SCHEDULE DISTRICT ONE

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

ROANE COUNTY (I-79)

A	Class 1	600	Amma
D	No. 1	500	Amma
E	No. 3	500	Amma
G	No. 467	500	Amma
L	No. 9	1000	Amma
N	Fine Aggregate	200	Amma
O	Abrasives	2500	Amma
P	Modified Abr.	2500	Amma
S	No. 8 Modified	800	Amma

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	28.50	
	28.50	

KANAWHA COUNTY (CORRIDOR G)

A	Class 1	500	Alum Creek
L	No. 9	1000	Alum Creek
N	Fine Aggregate	100	Alum Creek
O	Standard Abr.	2000	Alum Creek
P	Modified Abr.	2000	Alum Creek
S	No. 8 Modified	500	Alum Creek

	23.00	
	23.00	

KANAWHA COUNTY (I-64 & I-77)

A	Class 1	600	Rt. 119 Penn. Ave.
L	No. 9	1000	Rt. 119 Penn. Ave.
N	Fine Aggregate	200	Rt. 119 Penn. Ave.
O	Standard Abr.	2500	Rt. 119 Penn. Ave.
P	Modified Abr.	2500	Rt. 119 Penn. Ave.

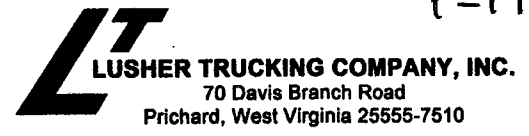
	22.75	
	22.75	

JACKSON COUNTY (I-77)

A	Class 1	600	Haynes Branch
D	No. 1	1000	Haynes Branch
E	No. 3	1000	Haynes Branch
L	No. 9	1000	Haynes Branch
N	Fine Aggregate	200	Haynes Branch
O	Standard Abr.	2500	Haynes Branch
P	Modified Abr.	2500	Haynes Branch
S	No. 8 Modified	800	Haynes Branch

	26.50	
	26.50	
	25.50	
	25.50	

12. BIDDING SCHEDULE DISTRICT TWO



12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>CABELL COUNTY</u>			
A	Class 1	6000	Barboursville Lot
E	No. 3	1000	Barboursville Lot
G	No. 467	1000	Barboursville Lot
H	No. 57	5000	Barboursville Lot
I	No. 67	500	Barboursville Lot
K	No. 8	2500	Barboursville Lot
L	No. 9	1000	Barboursville Lot
M	Gabion Stone	1000	Barboursville Lot
O	Standard Abr.	2000	Barboursville Lot
P	Modified Abr.	500	Barboursville Lot
R	Shot Rock	1000	Barboursville Lot
V	#11 Limestone Abr.	3000	Barboursville Lot
Q	Rip Rap	2000	Barboursville Lot

Bid Price (\$/Ton) F.O.B. DOH Storage Site

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
15.69		
	17.75	
	17.75	
	17.75	
	17.50	
18.40		
17.45		
	16.99	
	16.99	
18.75		
15.59		
18.75		

LINCOLN COUNTY

A	Class 1	5000	West Hamlin
B	Class 2	1000	West Hamlin
E	No. 3	1500	West Hamlin
H	No. 57	2000	West Hamlin
I	No. 67	1000	West Hamlin
K	No. 8	2000	West Hamlin
M	Gabion Stone	1500	West Hamlin
O	Standard Abr.	1000	West Hamlin
R	Shot Rock	1000	West Hamlin
V	#11 Limestone Abr.	2000	West Hamlin
Q	Rip Rap	2000	West Hamlin

	18.85	
18.19		
	19.49	
	19.49	
	19.19	
20.94		
19.05		
	19.00	
21.00		
17.94		
21.00		

LINCOLN COUNTY

A	Class 1	2000	Yawkey
B	Class 2	500	Yawkey
E	No. 3	2000	Yawkey
H	No. 57	1000	Yawkey
K	No. 8	2000	Yawkey
M	Gabion Stone	500	Yawkey
O	Standard Abr.	1000	Yawkey
R	Shot Rock	1000	Yawkey
V	#11 Limestone Abr.	1000	Yawkey
Q	Rip Rap	500	Yawkey

	20.20	
19.24		
	21.70	
	21.00	
22.19		
21.49		
	21.00	
24.00		
20.20		
24.00		

12. BIDDING SCHEDULE DISTRICT TWO

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (S/Ton) F.O.B. DOH Storage Site

LINCOLN COUNTY

A	Class 1	1000	Harts
B	Class 2	500	Harts
E	No. 3	500	Harts
H	No. 57	500	Harts
K	No. 8	1000	Harts
M	Gabion Stone	1000	Harts
O	Standard Abr.	1000	Harts
R	Shot Rock	1000	Harts
V	#11 Limestone Abr.	1000	Harts
Q	Rip Rap	500	Harts

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	21.10	
21.65		
	21.45	
	21.45	
23.24		
24.00		
	22.75	
26.00		
21.25		
26.00		

LOGAN COUNTY

A	Class 1	5000	Wilkinson
E	No. 3	1000	Wilkinson
H	No. 57	1000	Wilkinson
K	No. 8	2000	Wilkinson
M	Gabion Stone	1500	Wilkinson
O	Standard Abr.	2000	Wilkinson
P	Modified Abr.	500	Wilkinson
R	Shot Rock	1500	Wilkinson
V	#11 Limestone Abr.	2000	Wilkinson

	27.50	
	27.50	
	25.25	
	25.25	
24.00		

LOGAN COUNTY

A	Class 1	1000	Man
E	No. 3	500	Man
H	No. 57	500	Man
K	No. 8	2000	Man
M	Gabion Stone	1000	Man
O	Standard Abr.	1000	Man
P	Modified Abr.	500	Man
R	Shot Rock	1000	Man
V	#11 Limestone Abr.	1000	Man

	29.25	
	29.25	
28.50		

12. BIDDING SCHEDULE DISTRICT TWO

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

Bid Price (\$/Ton) F.O.B. DOH Storage Site

CORRIDOR G & LOGAN COUNTY

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
23.25		
	25.00	
25.75		
	24.75	
	24.75	
23.00		

A	Class 1	2000	Chapmanville
E	No. 3	500	Chapmanville
K	No. 8	1500	Chapmanville
M	Gabion Stone	1000	Chapmanville
O	Standard Abr.	1000	Chapmanville
P	Modified Abr.	500	Chapmanville
R	Shot Rock	1000	Chapmanville
V	#11 Limestone Abr.	3000	Chapmanville

MINGO COUNTY

23.00		
	27.00	
	27.00	
	27.00	
	24.25	
	24.25	
22.25		

A	Class 1	5000	Miller Creek
D	No. 1	500	Miller Creek
E	No. 3	1000	Miller Creek
H	No. 57	1000	Miller Creek
K	No. 8	1500	Miller Creek
M	Gabion Stone	800	Miller Creek
O	Standard Abr.	2000	Miller Creek
P	Modified Abr.	500	Miller Creek
R	Shot Rock	1000	Miller Creek
V	#11 Limestone Abr.	3000	Miller Creek

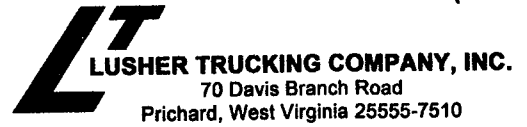
MINGO COUNTY

	29.25	
	29.25	
29.25		

A	Class 1	1000	Gilbert
D	No. 1	1000	Gilbert
E	No. 3	500	Gilbert
H	No. 57	500	Gilbert
K	No. 8	500	Gilbert
M	Gabion Stone	1000	Gilbert
O	Standard Abr.	200	Gilbert
P	Modified Abr.	200	Gilbert
R	Shot Rock	500	Gilbert
V	#11 Limestone Abr.	1000	Gilbert

12. BIDDING SCHEDULE DISTRICT TWO

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B. DOH Storage Site

WAYNE COUNTY

A	Class 1	9000	Wayne
B	Class 2	8000	Wayne
E	No. 3	1000	Wayne
G	No. 467	2000	Wayne
H	No. 57	5000	Wayne
I	No. 67	2000	Wayne
K	No. 8	3000	Wayne
M	Gabion Stone	1000	Wayne
O	Standard Abr.	2000	Wayne
P	Modified Abr.	200	Wayne
R	Shot Rock	500	Wayne
S	Modified No. 8	2000	Wayne
V	#11 Limestone Abr.	2000	Wayne
Q	Rip Rap	1500	Wayne

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
	16.55	
15.60		
	17.50	
15.99		
	17.89	
	17.49	
18.25		
17.45		
	16.99	
	16.99	
19.15		
	19.75	
15.50		
19.50		

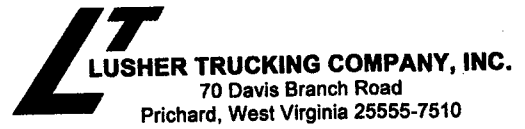
WAYNE COUNTY

A	Class 1	2000	Pritchard
E	No. 3	1000	Pritchard
G	NO. 467	1000	Pritchard
H	No. 57	2000	Pritchard
I	No. 67	2000	Pritchard
K	No. 8	2000	Pritchard
M	Gabion Stone	3000	Pritchard
O	Standard Abr.	2000	Pritchard
P	Modified Abr.	500	Pritchard
R	Shot Rock	1000	Pritchard
S	Modified Abr. No. 8	1000	Pritchard
V	#11 Limestone Abr.	2000	Pritchard

14.89		
	16.24	
	16.24	
	16.24	
	15.95	
17.69		
16.99		
	16.00	
	16.00	
18.49		
	18.25	
14.99		

12. BIDDING SCHEDULE DISTRICT TWO

12.2 Bidding F.O.B. Division's Storage Site (Continued)



Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>WAYNE COUNTY</u>			
A	Class 1	2000	Crum
E	No.3	2000	Crum
G	No. 467	2000	Crum
H	No. 57	2000	Crum
I	No. 67	2000	Crum
J	No. 8	2000	Crum
M	Gabion Stone	1000	Crum
O	Standard Abr.	1000	Crum
P	Modified Abr.	500	Crum
R	Shot Rock	1000	Crum
V	#11 Limestone Abr.	1000	Crum
Q	Modified Abr. No. 8	1000	Crum

Bid Price (\$/Ton) F.O.B.  
DOH Storage Site

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
18.99		
	20.50	
	20.50	
	20.50	
	20.25	
21.24		
21.24		
	20.25	
	20.25	
22.75		
18.69		
	22.25	





# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

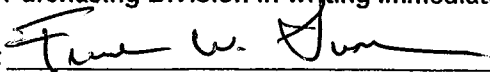
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

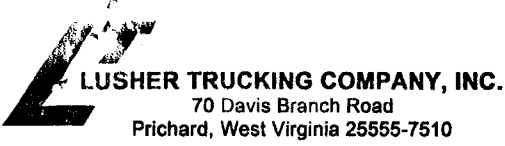
Bidder: Lusher Trucking Co., Inc.

Signed: 

Date: 3/20/11

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: LUSHER TRUCKING CO. INC

Authorized Signature: [Signature] Date: 3-21-2011

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 21 day of March, 2011.

My Commission expires September 15, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

