



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  
**0812C0248**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ALAN CUMMINGS**  
**304-558-2402**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**BY LUMBER COMPANY**  
**1019 ROUTE 519**  
**EIGHTY FOUR, PA 15330**

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 US 219, NORTH PARSONS ROAD  
 PO BOX 1516  
 ELKINS, WV  
 26241  
**304-637-0228**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/13/2012	Net 30	OR TRUCKS	ELKINS, WV	2 DAYS ARO

BID OPENING DATE: **03/28/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		540-44	132,456. <sup>00</sup>	132,456. <sup>00</sup>
<p>BRIDGE LUMBER</p> <p>OPEN-END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR PINE BRIDGE LUMBER (S4S) AND OAK BRIDGE LUMBER (ROUGH SAWED) PER THE ATTACHED SPECIFICATIONS.</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 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR 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 TWELVE (12) 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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **724-228-8820 ext 2030** DATE **3-27-12**

TITLE **GOVERNMENT CONTRACT MANAGER** FEIN **25-1613116** 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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  
 0812C0248

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ALAN CUMMINGS  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BY LUMBER COMPANY  
 1019 ROUTE 509  
 EIGHTY FOUR, PA 15330

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 US 219, NORTH PARSONS ROAD  
 PO BOX 1516  
 ELKINS, WV 26241  
 304-637-0228

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
03/13/2012	NET 30	AIR TRUCK	2 DAYS ELKINS, WV	2 DAYS

BID OPENING DATE: 03/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Naftan</i>	TELEPHONE 124-228-8820	DATE 3-27-12
TITLE bcm	FEIN 25-1613116	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
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PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ALAN CUMMINGS  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

BY LUMBER COMPANY  
 1019 ROUTE 519  
 ELKHART FOUR, PA 15330

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 US 219, NORTH PARSONS ROAD  
 PO BOX 1516  
 ELKINS, WV 26241 304-637-0228

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/13/2012	NET 30	air truck	ELKINS	2 DAYS

BID OPENING DATE: 03/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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. 01/17/2012</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cumings</i>	TELEPHONE 724-228-8820	DATE 3-27-12
TITLE 6cm	FEIN 25-1613116	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
 0812C0248

PAGE  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ALAN CUMMINGS  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 84 WUMBER COMPANY  
 1019 ROUTE 519  
 EIGHTY FOUR, PA 15330

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT EIGHT  
 US 219, NORTH PARSONS ROAD  
 PO BOX 1516  
 ELKINS, WV 26241  
 304-637-0228

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/13/2012	NET 30	OUR TRUCK	ELKINS, WV	2 DAYS

BID OPENING DATE: 03/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			ALAN CUMMINGS - FILE 33			
RFQ. NO.:			0812C0248			
BID OPENING DATE:			03/28/2012			
BID OPENING TIME:			1:30 P.M.			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
866-287-6505						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
NEIL BRUNSON						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Neil Brunson</i>	TELEPHONE 724-228-8820	DATE 3-27-12
TITLE CCM	FEIN 25-1613116	ADDRESS CHANGES TO BE NOTED ABOVE

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

## Specifications

Purpose: To establish a contract to provide the West Virginia Division of Highways with Pine Bridge Lumber and Oak Bridge Lumber to the District 8 storage lot.

### 1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

### 2.0 SCOPE OF WORK

The successful Vendor shall provide Treated (S4S) Treated Pine Bridge Lumber and White Oak Bridge Lumber.

#### 2.1 Technical Requirements:

2.1.1 Pine Bridge Lumber shall be No. 1 dense or better, surfaced four sides and treated in accordance with AWPA Standard C-14 to .60 pounds per cubic foot salt retention. Lumber shall be treated Using Chromated Copper Arsenate (CCA) - Type B or Type C, 100% pure oxide formation only as the preserving salt. Kiln drying after treatment will not be necessary. All treated material must be supplied from an approved preserving plant or acceptance testing and approval shall be obtained by the vendor prior to delivery. A list of approved plants is available from:

West Virginia Division of Highways  
Material Control, Soils, and Testing  
190 Dry Branch Road  
Charleston, WV 25306

2.1.2 Untreated White Oak Bridge Lumber Rough Sawed shall meet the Standards of the National Hardwood Lumber Association for Sound Square Edge. Untreated White Oak shall be unsurfaced, but shall be sized by being processed through a hit or miss surface.

2.1.3 Administration of this Contract shall meet the requirements Of West Virginia Department of Transportation, Division of Highways, Standard Specifications for Roads and Bridges Adopted 2010 and Supplemental Specifications dated 2011. These Standard Specifications Roads and Bridges and the current Supplemental Specifications are available at the following website:  
[www.transportation.wv.gov/highways/engineering/Pages/publications.aspx](http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx)

Copies of the Standard Specifications may be obtained from:

Contract Administration Division  
West Virginia Division of Highways  
Building 5, Room A-737  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305-0430

## 2.2 Freight

2.2.1 All shipments are to be F.O.B. Destination.

2.2.2 The vendor shall be responsible for all costs associated with delivery.

## 2.3 Delivery

2.3.1 Deliveries shall be made to the West Virginia Division of Highways, District 8 storage lot, located at 1101 North Randolph Ave. in Elkins, WV.

- 2.3.1 Release Orders shall be delivered within forty five (45) days after Receipt of the WV-39 State Contract Order. The Division of Highways may assess a late delivery charge for each calendar day beyond the delivery schedule. The late delivery charge will be calculated at a rate of one-tenth of one percent (.01%) of the State Contract Order amount per day.
- 2.3.2 The vendor shall notify the District Eight Materials Storeroom Supervisor, (304) 637-0226, at least 24 hours prior to delivery at (304) 637-0226.

### **3.0 MINIMUM QUALIFICATIONS**

3.1 The vendor shall meet all Federal and State Laws and Regulations concerning Hazardous Chemicals.

### **4.0 ORDERING AND INVOICING**

4.1 For all orders, the Agency will issue to the Vendor a WV-39 Release Order. Issuance of the WV-39 Release Order shall contain the quantity and type of merchandise to be purchased and shall serve as the authorization to begin work. No work other than that specified in the Release Order shall be undertaken by the Vendor.

The Vendor must send an invoice to:

West Virginia Division of Highways  
District 8 Attn: Henry Currence  
P.O. Box 1516  
Elkins, WV 26241

### **5.0 AWARD**

Purchase order will be awarded complete and not split.



**Cost Sheet**  
**RFQ # 0812C0248**

Item Number	Quantity	Description	Unit Price	Amount
1	500	Pine Bridge Lumber (S4S) Treated 2" X 4" X 16' - Each	27.95	13,975.00
2	500	Pine Bridge Lumber (S4S) Treated 2" X 6" X 12' - Each	31.45	15,725.00
3	700	Pine Bridge Lumber (S4S) Treated 2" X 6" X 14' - Each	36.69	25,683.00
4	500	Pine Bridge Lumber (S4S) Treated 2" X 6" X 16' - Each	41.93	20,965.00
5	500	Pine Bridge Lumber (S4S) Treated 2" X 6" X 18' - Each	47.17	23,585.00
6	200	Pine Bridge Lumber (S4S) Treated 2" X 6" X 20' - Each	49.79	9,958.00
7	200	Pine Bridge Lumber (S4S) Treated 2" X 6" X 22' - Each	52.41	10,482.00
8	100	White Oak Bridge Lumber (Rough Sawed) 3" X 8" X 18' - Each	120.83	12,083.00
			<b>Total</b>	132,456.00

\* Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

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: 84 LUMBER COMPANY Signed: [Signature]
Date: 3-27-12 Title: GOVERNMENT CONTR ACT MANAGER

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

RFQ No. 0812C0248

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 instrumentally established by a county or municipality; any separate corporation or instrumentally 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 exceeds 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: GY LUMBER COMPANY

Authorized Signature: [Signature] Date: 3-27-12

State of PA

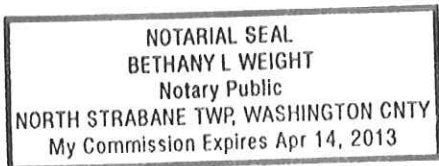
County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 27<sup>th</sup> day of MARCH, 2012.

My Commission expires April 14, 2013

**AFFIX SEAL HERE**

NOTARY PUBLIC. [Signature]



**Please use this document for technical questions, posing in a question format**

**Please refer to the section your question is in reference to.**

Technical questions for RFQ# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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