

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
6612C003

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS 304-558-0468

VENDOR

*709060334 304-946-2326 PATTERSON EXCAVATING INC PO BOX 99

CORA WV 25614

\$H-P-FO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS I THRU 10 PER THE ATTACHED SPECIFICATIONS, AND SUPPLY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO SUPPLY CINDERS FOR DISTRICTS 1, 3, 4, 6 AND 7, PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS REQ. VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/12/2011 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. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF FOUR MONTHS SEEREVERSE SIDE FOR TERMS AND CONDITIONS	DATE PRIN	NTED	TE	RMS OF SAL	E	SHIP VIA	F.O.B.	FREIGHT TERMS
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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 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).



VENDOR

***709060334**

CORA WV

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

304-946-2326

Request for

RFQ NUMBER 6612C003

ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS 304-558-0468

DIVISION OF HIGHWAYS

PATTERSON EXCAVATING INC VARIOUS LOCALES AS INDICATED PO BOX 99 P BY ORDER 25614 Ö

FREIGHT TERMS F.O.B. TERMS OF SALE SHIP VIA DATE PRINTED 09/28/2011 BID OPENING DATE: BID OPENING TIME 01:30PM 10/19/2011 CAT, ITEM NUMBER UNIT PRICE AMOUNT LINE QUANTITY UOP. OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. 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. 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. 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) SUCH RENEWAL SHALL DAYS PRIOR TO THE EXPIRATION DATE. BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. 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 TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE DATE 304-946-2826 ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for

6612C003

ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

PAUL REYNOLDS 304-558-0468

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

***709060334** 304-946-2326 PATTERSON EXCAVATING INC **NENDOR** PO BOX 99 CORA WV 25614

DATE PRINTED) TER	MS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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VENDOR

CORA WV

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

Request for Quotation

6612C003

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ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS 304-558-0468

*709060334 304-946-2326 PATTERSON EXCAVATING INC PO BOX 99

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRIN	TED	TER	MS OF SAL	E	SH	IP VIA		F.O.B,		FREIGHT TERMS
09/28/										
BID OPENING DATE:	Localoconvention	10/19/	2011	Communication (Control	BID	OPENIN	G TIME	01:	30PM
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

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ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS 304-558-0468

*709060334 304-946-2326 PATTERSON EXCAVATING INC PO BOX 99 CORA WV 25614

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINT	ED	TER	MS OF SAL	E	SHIP	/IA	F.O.B;		FREIGHT TERMS
09/28/	2011								
BID OPENING DATE:		10/19/	2011			BID	OPENING TIME	01	:30PM
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14.	BIC	DDING SCHEDULE	VENDORNAME: Patterson Excavating, Inc
	14.1	Bidding F.O.B. Vendor	's Storage Site (Items A-W)
	a)		RIAL (State all sources for which bid prices apply) (e.g., Quarry e or Limestone; dredging or pit location if Gravel; production plant (Slag) EXCAVATING TOC Patterson FILL - Logan County Route 44 EK Road Omac, WW - Sandston
	b)		OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be price varies between Vendors' storage sites. LUP PINE. Creek Road off 44 Omos West Virginia

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site

Contract Item	Description of Material	LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE <u>SLAG</u>	STEEL SLAG
Α	Class 1 Aggregate			
В	Class 2 Aggregate			
С	Class 10 Aggregate			
D	AASHTO No. 1 Aggregate			-
E	AASHTO No. 3 Aggregate	1		
F	AASHTO No. 4 Aggregate			
G	AASHTO No. 467 Aggregate	(a		
Н	AASHTO No. 57 Aggregate		**	
l	AASHTO No. 67 Aggregate	-		
J	AASHTO No. 7 Aggregate			
K	AASHTO No. 8 Aggregate			
L	AASHTO No. 9 Aggregate			
M	Stone for Gabions	\$11.00		
N	Fine Aggregate	9.50		
0	Standard Abrasives	-		
Р	Modified Abrasives			
Q	Riprap	\$11.00		
R	Shot Rock	\$11.00	-	

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

BIDDING SCHEDULE (Continued)

VENDOR NAME: Patterson	Excavating, Inc
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14.1 Bidding F.O.B. <u>Vendor's Storage Site</u> (Items A-W) (Continued)

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site

		LIMESTONE SANDSTONE,	BLAST FURNACE	<u>ie</u> STEEL
Contract Item	Description of Material	GRAVEL, SAND	SLAG	SLAG
S T U V W	AASHTO No. 8 Modified AASHTO No. 9 Modified Pea Gravel No. 11 Limestone Abrasives Quarry Waste			
Х	<u> </u>	xcept for Items Q and rst Ton-Mile ach Additional Ton Mile	•	
Υ		/or Q only): rst Ton-Mile ach Additional Ton-Mile	е	
Contract Itam	Description of Material		e per Ton Item AA	
Contract Item	<u>Description of Material</u>	F.O.B. Ver	ndor's Storage Site	
AA	Cinders (See Note 1.)			
Note 1	: Bid price shall include cost of V	endor Loading Depart	ment trucks.	
c)	SOURCE OF MATERIAL Name	and Location of plant v	vhich produces mate	rial for Item AA:
		15		
	EXACT LOCATION OF VENDO schedule must be submitted when			A separate bid

14.	BIDDING SCHEDULE	DISTRICT TWO	6612C003
*	VENDOR NAME 12 12	son Exaunti	ing, Inc.
14.2	Bidding F.O.B. Division's Stora	ge Site	01

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 G Standard Abr. 2000 Barboursville Lot G Rip Rap 2000 Barboursville Lot G Rip Rap 2000 Barboursville Lot C No. 11 Limestone Abr. 3000 Barboursville Lot C No. 3 1500 West Hamlin H No. 57 2000 West Hamlin H No. 57 1000 West Hamlin K No. 8 2000 West Hamlin G Standard Abr. 1000 West Hamlin G Standard Abr. 2000 West Hamlin C Standard Abr. 1000 West Hamlin	Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	
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 G Standard Abr. 2000 Barboursville Lot G Rip Rap 2000 Barboursville Lot G Rip Rap 2000 Barboursville Lot C No. 11 Limestone Abr. 3000 Barboursville Lot C No. 3 1500 West Hamlin H No. 57 2000 West Hamlin K No. 8 2000 West Hamlin G Standard Abr. 1000 West Hamlin G Standard Abr. 2000 West Hamlin C Standard Abr. 2000 West Hamlin C Standard Abr. 1000 West Hamlin			Š	W W 200 9		
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G No. 467						\dashv
H No. 57 5000 Barboursville Lot		[1] [1] [1] [1] [1] [1] [1] [1] [1] [1]				\dashv
No. 67						\dashv
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 Q Rip Rap 2000 Barboursville Lot V No. 11 Limestone Abr. 3000 Barboursville Lot LINCOLN COUNTY A Class 1 5000 West Hamlin B Class 2 1000 West Hamlin B Class 2 1000 West Hamlin H No. 3 1500 West Hamlin H No. 67 2000 West Hamlin K No. 8 2000 West Hamlin M Gabion Stone 1500 West Hamlin O Standard Abr. 1000 West Hamlin Q Rip Rap 2000 West Hamlin R Shot Rock 1000	1970					\dashv
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O Standard Abr. 2000 Barboursville Lot P Modified Abr. 500 Barboursville Lot Q Rip Rap 2000 Barboursville Lot R Shot Rock 1000 Barboursville Lot V No. 11 Limestone Abr. 3000 Barboursville Lot 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 M Gabion Stone 1500 West Hamlin O Standard Abr. 1000 West Hamlin Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin						\dashv
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V No. 11 Limestone Abr. 3000 Barboursville Lot 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 Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin						\neg
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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 Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin	Α	Class 1	5000	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 Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin West Hamlin 25,90		Class 2	1000	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 Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin West Hamlin 25,90	E	No. 3	1500	West Hamlin		
K No. 8 2000 West Hamlin M Gabion Stone 1500 West Hamlin O Standard Abr. 1000 West Hamlin Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin D Shot Rock 1000 West Hamlin	Н	No. 57	2000	West Hamlin		
M Gabion Stone 1500 West Hamlin O Standard Abr. 1000 West Hamlin Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin	1	No. 67	1000	West Hamlin		
O Standard Abr. 1000 West Hamlin Q Rip Rap 2000 West Hamlin R Shot Rock 1000 West Hamlin	K	No. 8	2000	West Hamlin		
Q Rip Rap 2000 West Hamlin 35,90 R Shot Rock 1000 West Hamlin 35,90	M	Gabion Stone	1500	West Hamlin	.24.90	
R Shot Rock 1000 West Hamlin 25, 40	0	Standard Abr.	1000	West Hamlin		- 0
17.81				West Hamlin	25,90	
\/ No 44 Limostone Abn 0000 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					25.40	
v No. 11 Limestone Abr. 2000 West Hamlin	V	No. 11 Limestone Abr.	2000	West Hamlin		$_{\perp}$
LINCOLN COUNTY		LINCOLN	COUNTY			
A Class 1 2000 Yawkey	Α	Class 1	2000	Yawkey		\neg
B Class 2 500 Yawkey						\dashv
E No. 3 2000 Yawkey						\dashv
H No. 57 1000 Yawkey					,	\neg
K No. 8 2000 Yawkey						\neg
M Gabion Stone 500 Yawkey				5.00	21.40	\neg
O Standard Abr. 1000 Yawkey						
Q Rip Rap 500 Yawkey 32.90					22.90	
R Shot Rock 1000 Yawkey					133.50	\neg
V No. 11 Limestone Abr. 1000 Yawkey						\neg

BIDDING SCHEDULE

DISTRICT TWO

6612C003

VENDOR NAME Patterson

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (S/Ton) F.O.B. DOH Storage Site
			•	LIMESTONE BLAST SANDSTONE FURNACE STEEL
	LINCOLN CO	DUNTY		SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
Α	Class 1	1000	Harts	GIAVEE, GAILD GETG GETG
В	Class 2	500	Harts	
Ē	No. 3	500	Harts	
Н	No. 57	500	Harts	
K	No. 8	1000	Harts	
M	Gabion Stone	1000	Harts	21.40
0	Standard Abr.	1000	Harts	
Q	Rip Rap	500	Harts	23.90
R	Shot Rock	1000	Harts	22.25
٧	No. 11 Limestone Abr.	1000	Harts	
	LOGAN CC	UNTY		
	<u></u>			
Α	Class 1	5000	Wilkinson	
D	No. 1	1000	Wilkinson	
Ε	No. 3	1000	Wilkinson	
Н	No. 57	1000	Wilkinson	
K	No. 8	2000	Wilkinson	10 10
M	Gabion Stone	1500	Wilkinson	13.60
0	Standard Abr.	2000	Wilkinson	
P	Modified Abr.	500	Wilkinson	THE MA
R	Shot Rock	1500	Wilkinson	15,50
V	No. 11 Limestone Abr.	2000	Wilkinson	
	LOGAN CO	DUNTY		
2	01 4	4000	NA	[
Α	Class 1	1000	Man	
D	No. 1	1000	Man Man	
E	No. 3	500 500	Man	
Н	No. 57	2000	Man	
K	No. 8 Gabion Stone	1000	Man	17.95
M	Standard Abr.	1000	Man	11.73
O P	Modified Abr.	500	Man	
R	Shot Rock	1000	Man	18.90
V	No. 11 Limestone Abr	1000	Man	10:10
v	NO. IT EMICOLOTIC ADI.	1000	wan	

14.2 Bidding F.O.B. Division's Storage Site

		Estimated	Location of	Bid Price (\$Ton) F.O.B.
Contract	The state of the s		DOH Storage Site	
Item	of Aggregate	(TONS)	Storage Site	
	5,7,93,034,0	(LIMESTONE BLAST
	CORRIDOR G & LC	GAN COUNT	Y	SANDSTONE FURNACE STEEL
	CONTRIBON O & EC	ONIT OCCITI	-	GRAVEL, SAND SLAG SLAG
Α	Class 1	2000	Chapmanville	5,0,0,0,0,0
D	No. 1	1000	Chapmanville	
E	No. 3	500	Chapmanville	
K	No. 8	1500	Chapmanville	
M	Gabion Stone	1000	Chapmanville	16,22
Ö	Standard Abr.	1000	Chapmanville	1011111
P	Modified Abr.	500	Chapmanville	
R	Shot Rock	1000	Chapmanville	17.90
V	No. 11 Limestone Abr.	3000	Chapmanville	11.90
V	No. 11 Linestone 7th.	0000	Onapmanvillo	
	MINGO CO	YTNUC		
Α	Class 1	5000	Miller Creek	
D	No. 1	500	Miller Creek	
E	No. 3	1000	Miller Creek	
Н	No. 57	1000	Miller Creek	
K	No. 8	1500	Miller Creek	
M	Gabion Stone	800	Miller Creek	17.95
0	Standard Abr.	2000	Miller Creek	
Р	Modified Abr.	500	Miller Creek	
R	Shot Rock	1000	Miller Creek	17.40
V	No. 11 Limestone Abr.	3000	Miller Creek	
	MINGO CO	OUNTY		
	-			
Α	Class 1	1000	Gilbert	
D	No. 1	1000	Gilbert	
E	No. 3	500	Gilbert	
Н	No. 57	500	Gilbert	
K	No. 8	500	Gilbert	
M	Gabion Stone	1000	Gilbert	15.75
0	Standard Abr.	200	Gilbert	
Р	Modified Abr.	200	Gilbert	
R	Shot Rock	500	Gilbert	16,20
V	No. 11 Limestone Abr.	1000	Gilbert	

14.	BIDDING SCHEDULE	DISTRICT TWO	6612C003
	VENDOR NAME 124	lerson Excava	ting, Inc
	14.2 Bidding F.O.B. Division's S	torage Site	O'

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		e (\$Ton) F.O.B Storage Site	
	00 0			LIMESTONE	BLAST	
	WAYNE CO	DUNTY		SANDSTONE	FURNACE	STEI
	\(\frac{1}{2} = \frac{1}{2} =			GRAVEL, SAND	SLAG	SLA
Α	Class 1	9000	Wayne			
В	Class 2	8000	Wayne			
E	No. 3	1000	Wayne			
G	No. 467	2000	Wayne			
Н	No. 57	5000	Wayne			
1	No. 67	2000	Wayne			
K	No. 8	3000	Wayne			
M	Gabion Stone	1000	Wayne			
0	Standard Abr.	2000	Wayne			
Р	Modified Abr.	200	Wayne			
Q	Rip Rap	1500	Wayne			
R	Shot Rock	500	Wayne			
S	Modified No. 8	2000	Wayne			
V	No. 11 Limestone Abr.	2000	Wayne			
٨	WAYNE CO		Databased		<u></u>	
A E	Class 1	2000	Pritchard			
G	No. 3 NO. 467	1000	Pritchard			
Н	No. 57	1000	Pritchard			
		2000	Pritchard			
l K	No. 67 No. 8	2000	Pritchard			
M	Gabion Stone	2000	Pritchard			
O	Standard Abr.	3000	Pritchard			
P	Modified Abr.	2000	Pritchard			
R	Shot Rock	500	Pritchard			
S	Modified Abr. No. 8	1000 1000	Pritchard Pritchard			
V	No. 11 Limestone Abr.	2000	Pritchard			
•	WAYNE CO		·		لسما	
Α	Class 1	2000	Crum		<u> </u>	
Ē	No.3	2000	Crum Crum			
G	No. 467	2000	Crum			
Н	No. 57	2000	Crum		-	
ï	No. 67	2000				
j	No. 8	2000	Crum Crum			
M	Gabion Stone	1000		21110		
O	Standard Abr.	1000	Crum	21.40		
P	Modified Abr.		Crum			
Q	Modified Abr. No. 8	500	Crum			
R	Shot Rock	1000 1000	Crum	0000		
V	No. 11 Limestone Abr.		Crum	22.50	 	
V	NO. FI LIMESTONE ADT.	1000	Crum			

State of West Virginia

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 preced-
	ing 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.
require agains or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty is such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	: Patterson Exavating Inc signed: Charance & attension
Date: _	10.17.11 Title: <u>President</u>
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. (00//C)

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 owned 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: Patterson Exequating Inc.
Authorized Signature: Mance & alternan Date: 10, 11, 11
State of
County of Lagan, to-wit:
Taken, subscribed, and sworn to before me this day of
My Commission expires
AFFIX SEAL HERE NOTORY PUBLIC DULY & WILLOW

