

Request for

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6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

*709045641 304-736-7791 ADAMS TRUCKING & SUPPLY INC PO BOX 252 **3700 US ROUTE 60 E** BARBOURSVILLE WY 25504

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINT	ED	TER	VIS OF SAL	E	SHIPVIA	FO.B	FREIGHT TERMS
05/05/						ODELITIO TIME	03.7004
BID OPENING DATE:		05/26/		CAT		OPENING TIME	01:30PM
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			0	PEN E	ND CONTRACT		
	NECESS	ARY TO	SUPP	LY ST	MATERIALS, AND E ONE AND AGGREGAT IGHWAYS DISTRICT	E TO THE WEST	
		TACHED		£	TIONS. CONTRACT		
	AND						
·	NECESS DIVISI IN ACC	ARY TO	SUPP HIGHW E WIT	LY CI	MATERIALS, AND E NDERS TO THE WES OR DISTRICTS 1, ESTIMATED QUANT	T VIRGINIA 3, 4, 6, AND 7	
	CURREN	ITLY UT	ILIZE ROUGH	S A V	ANCE: THE STATE ISA PURCHASING C NK. THE SUCCESS DF WEST VIRGINIA	ARD PROGRAM WH FUL VENDOR	ICH
	CARD F	OR PAY	MENT	OF AL	L ORDERS PLACED OF AWARD.		
	EXHIBI	т з					DO MAY 25 A 9: 57 FOR THE DUBLE CHAINION THE STATE OF WAY
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SIGNATURE	2 P/	amil			304-736	1	May 24, 2010
PRESIDENT		FI	55-05	88446		ADDRESS CHA	NGES TO BE NOTED ABOVE

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).



Request for E Quotation

SHIP

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RFQ NUMBER

6610C025

MICHAEL AUSTIN

ADDRESS CORRESPONDENCE TO ATTENTION OF 304-558-2402

*709045641 304-736-7791 ADAMS TRUCKING & SUPPLY INC PO BOX 252 3700 US ROUTE 60 E BARBOURSVILLE WV 25504

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 05/05/2010 BID OPENING DATE: BID OPENING TIME 05/26/2010 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: 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 THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. 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. 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) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DRIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SIX (6) MONTH 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 SERVICES 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-SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 304-736-7791 MAY 24, 2010 TITLE



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

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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Request for REQUIRED TO THE RE Quotation

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MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

*709045641 304-736-7791 ADAMS TRUCKING & SUPPLY INC PO BOX 252 3700 US ROUTE 60 E BARBOURSVILLE WV 25504

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Request for Quotation

6610C025

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ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN

304-558-2402

*709045641 304-736-7791 ADAMS TRUCKING & SUPPLY INC PO BOX 252 3700 US ROUTE 60 E BARBOURSVILLE WV 25504

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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PRESIDENT	/	1	55–058	8446			ADD	RESS CHANGES	TO BE NOTED ABOVE



Request for Quotation

8FQ NUMBER 6610C025

PAGE 6

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

*709045641 304-736-7791
ADAMS TRUCKING & SUPPLY INC
PO BOX 252
3700 US ROUTE 60 E
BARBOURSVILLE WV 25504

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12. BIDDING SCHEDULE

b)

- 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: HANSON, AA LIMESTON GRAYSON, KY YAGER MATERIALS

LESAGE, WV MOUNTAIN MATERIALS GRASSEY & CARTER KY

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

600 OHIO RIVER ROAD

LESAGE, WV 25537

Con- Tract Item	Description of Aggregate	F.O.B.	entreta-mone	
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A B C	Class 1 Aggregate Class 2 Aggregate Class 10 Aggregate	\$18.80		
D E	AASHTO #1 Aggregate AASHTO #3 Aggregate			
F	AASHTO #4 Aggregate	18.80		
Ğ	AASHTO #467 Aggregate	18.80		
Н	AASHTO #57 Aggregate	19.05		
Į.	AASHTO #67 Aggregate			-
J	AASHTO #7 Aggregate	20.25		
K	AASHTO #8 Aggregate			
<u>[_</u>	AASHTO #9 Aggregate		Andrew Co.	

BIDDING SCHEDULE (Continued)

12.1	Bidding	F.O.B.	Vendor's	Storage	Site	(Continued)
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ΔΔ	Cinders	
Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
W	Haul by Vendor (Items Q at @ 1.35 \$ for F @26 \$ for E	nd/or P): First Ton-Mile Each Additional Ton-Mile
V	Haul by Vendor (Except Ite @ 1.10	ms Q and P): First Ton-Mile Each Additional Ton Mile
U	#11 Limestone Abrasives	
T	Pea Gravel	
S	AASHTO #9 Modified	
R	AASHTO #8 Modified	
P Q	Riprap Shot Rock	
0	Modified Abrasives	20.25
N	Standard Abrasives	
M	Fine Aggregate	
L	Stone for Gabions	\$20.25

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

12. BIDDING SCHEDULE

b)

12.1 Bi	dding F	.O.B.	Vendor's	Storage	Site
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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)

HANSON

HANSON

LIMESTONE: AA LIMESTONE, GRAYSON, KY YAGER MATERIALS,

LESAGE, WV MOUNTAIN MATERIALS GRASSEY & CARTER, KY

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

3700 US ROUTE 60 EAST

BARBOURSVILLE, WV

Con- Tract Item	Description of Aggregate	Bid Price Per Ton F.O.B. Vendor's Storage Site			
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG	
A B C	Class 1 Aggregate Class 2 Aggregate Class 10 Aggregate	\$17.70			
D E F	AASHTO #1 Aggregate AASHTO #3 Aggregate AASHTO #4 Aggregate	17.70			
G H	AASHTO #467 Aggregate AASHTO #57 Aggregate	17.70 18.00			
l J	AASHTO #67 Aggregate AASHTO #7 Aggregate				
K L	AASHTO #8 Aggregate AASHTO #9 Aggregate	<u>19.45</u>			

BIDDING SCHEDULE (Continued)

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

M	Stone for Gabions	\$19.05	
N	Fine Aggregate		
0	Standard Abrasives		
P	Modified Abrasives	10.05	
Q	Riprap	19.05	
R	Shot Rock		
S	AASHTO #8 Modified		
Ţ	AASHTO #9 Modified		
U	Pea Gravel	177.0	
V	#11 Limestone Abrasives		
W	@\$ for E	irst Ton-Mile ach Additional Ton Mile	
X	Haul by Vendor (Items Q an	d/or P):	
	ര 1.35 \$ for F	irst Ton-Mile ach Additional Ton-Mile	
ion- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site	
AA	Cinders	The state of the s	

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

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	F	DOH S	(\$/Ton) F.O.B Storage Site	
		A COUNTY			LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A D II G L M Z O P S U	Class 1 No. 1 No. 3 No. 467 No. 9 Gabion Stone Fine Aggregate Standard Abr. Modified Abr. No. 8 Modified Pea Gravel	2500 600 1800 1000 1000 500 100 2500 2500 3000 500	Chelyan				
	,	IA COUNTY					
A D E G L M N O P S	Class 1 No. 1 No. 3 No. 467 No. 9 Gabion Stone Fine Aggregate Standard Abr. Modified Abr. No. 8 Modified	3000 600 1800 2000 1000 500 100 2500 2500 3000	St. Albans		\$20.10 21.10 24.10		
	<u>MASO1</u>	N COUNTY					
L N O P	No. 9 Fine Aggregate Standard Abr. Modified Abr.	1000 100 2500 2500	Point Pleasant Point Pleasant Point Pleasant Point Pleasant				
	MASO	N COUNTY					
A D E G M S	Class 1 No. 1 No. 3 No. 467 Gabion Stone No. 8 Modified	3000 500 1500 1000 1000 5000			\$25.55 25.55 26.50		

12. BIDDING SCHEDULE

DISTRICT ONE

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		DOH S	\$/Ton) F.O.B. torage Site	
					LIMESTONE	BLAST FURNACE	STEEL
	<u>MASON</u>	COUNTY			SANDSTONE GRAVEL, SAND	SLAG	SLAG
	01	3000	Glenwood	-	\$20.55		
A	Class 1 No. 1	500	Glenwood		<u> </u>		
D E	No. 3	1500	Glenwood	-			
G	No. 467	1000	Glenwood		20.55		
S	No. 8 Modified	5000	Glenwood				
_		M COUNTY					
	FOINAL	<u> </u>					,
А	Class 1	5000	Huricane Lot		\$19.40		
D	No. 1	1200	Huricane Lot	-			
	No. 3	1500	Huricane Lot		10.05		
G	No. 467	1000	Huricane Lot	-	19.05		
L	No. 9	1000	Huricane Lot	-			
0	. Abrasives	2500	Huricane Lot	-			-
P	Modified Abr.	2500	Huricane Lot	1			
S	No. 8 Modified	3000	Huricane Lot	Ĺ			
	<u>PUTNA</u>	M COUNTY					
^	Class 1	3000	Red House	ſ			
A	No. 1	1200	Red House				
D E	No. 3	2000	Red House				
G	No. 467	1000	Red House				
L	No. 9	1000	Red House				
N	Fine Aggregate	1000	Red House			<u></u>	
Ö	Abrasives	1000	Red House			-	
P	Modified Abr.	2500	Red House				
S	No. 8 Modified	5000	Red House			<u> </u>	
	PUTNA	M COUNTY					•
			_				7
Α	Class 1	500	Scary			-	
L	No. 9	1000	Scary				
N	Fine Aggregate	200					
0	Standard Abr.	2500	Scary				
P	Modified Abr.	2500					
S	No. 8 Modified	800	Scary		<u></u>	<u> </u>	

12. BIDDING SCHEDULE

DISTRICT TWO

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	DOH	(\$/Ton) F.O.B. Storage Site	
				LIMESTONE	BLAST	STEEL
	CABELL	COUNTY		SANDSTONE	FURNACE	SLAG
	,			GRAVEL, SAND	SLAG	SLAG
Α	Class 1	6000	Barboursville Lot	\$17.55		
E	No. 3	1000	Barboursville Lot			
G	No. 467	1000	Barboursville Lot	17.05		
Н	No. 57	5000	Barboursville Lot	17.35		
ĺ	No. 67	500	Barboursville Lot			
ĸ	No. 8	2500	Barboursville Lot	19.45		
Ĺ	No. 9	1000	Barboursville Lot			
M	Gabion Stone	1000	Barboursville Lot	18,35		
0	Standard Abr.	2000	Barboursville Lot			
P	Modified Abr.	500	Barboursville Lot			
, R	Shot Rock	1000	Barboursville Lot	,		
V	#11 Limestone Abr.	3000	Barboursville Lot	16.70		
Q.	Rip Rap	2000	Barboursville Lot	18.35		
		N COUNTY	West Hamlin	\$19.90		
Α	Class 1	5000	West Hamlin	\$19.40	· · · · · · · · · · · · · · · · · · ·	
В	Class 2	1000	West Hamlin			
E	No. 3	1500	West Hamlin	19.95		
Н	No. 57	2000	West Hamlin	19.93		
1	No. 67	1000		01.00		
K	No. 8	2000	West Hamlin	21.80		
M	Gabion Stone	1500	West Hamlin	20.70		1
0	Standard Abr.	1000	West Hamlin			
R	Shot Rock	1000	West Hamlin	10. OF		-
V	#11 Limestone Abr.	2000	West Hamlin	19.05		<u></u>
Q	Rip Rap	2000	West Hamlin	20.70		
	LINCOL	N COUNTY				
Α	Class 1	2000	Yawkey	\$23.90		
В	Class 2	500	Yawkey			
E	No. 3	2000	Yawkey			
H	No. 57	1000	Yawkey	23.85		
	No. 8	2000	Yawkey	25.80		
K	No. o Gabion Stone	500	Yawkey	24.70		
M	Standard Abr.	1000	Yawkey			
0		1000	Yawkey			
R	Shot Rock #11 Limestone Abr.	1000	Yawkey	23.05		
V		500	Yawkey	24.70		
Q	Rip Rap	300	i with the			

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	DOH S	(S/Ton) F.O.B. Storage Site	
(1011)				LIMESTONE SANDSTONE	BLAST FURNACE	STEEL
	<u>LINCOLN C</u>	COUNTY		GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1000	Harts	\$28.85		
В	Class 2	500	Harts			
E	No. 3	500	Harts			
H	No. 57	500	Harts	29.10		
K	No. 8	1000	Harts	31.30		
M	Gabion Stone	1000	Harts			
Ö	Standard Abr.	1000	Harts			
R	Shot Rock	1000	Harts			
Ÿ	#11 Limestone Abr.	1000	Harts	28.55		<u> </u>
à	Rip Rap	500	Harts			
	LOGAN C	COUNTY				
Α	Class 1	5000	Wilkinson			
E	No. 3	1000	Wilkinson			
Н	No. 57	1000	Wilkinson			
Κ	No. 8	2000	Wilkinson			-
M	Gabion Stone	1500	Wilkinson			
0	Standard Abr.	2000	Wilkinson			
P	Modified Abr.	500	Wilkinson			
R	Shot Rock	1500	Wilkinson			
V	#11 Limestone Abr.	2000	Wilkinson		<u> </u>	<u> </u>
	<u>LOGAN (</u>	COUNTY				
А	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			
*						

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 LIMESTONE BLAST SANDSTONE FURNACE STEEL
	MINGO CO	<u>YTNUC</u>		SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
				CIVIVEL, OF THE POPULATION OF
	WAYNE C	<u>OUNTY</u>		
Α	Class 1	9000	Wayne	\$18.35
В	Class 2	8000	Wayne	
Ē	No. 3	1000	Wayne	
G	No. 467	2000	Wayne	17.80
Н	No. 57	5000	Wayne	18.10
ĺ	No. 67	2000	Wayne	
Κ	No. 8	3000	Wayne	20.25
M	Gabion Stone	1000	Wayne	19.60
0	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	17.50
Q	Rip Rap	1500	Wayne	19.60
	WAYNE C	COUNTY		
	Class 1	2000	Pritchard	\$16.70
A E	No. 3	1000	Pritchard	
G	NO. 3 NO. 467	1000	Pritchard	16.15
H	No. 57	2000	Pritchard	16.45
	No. 67	2000	Pritchard	
l K	No. 8	2000	Pritchard	18.60
	Gabion Stone	3000	Pritchard	17.60
M O	Standard Abr.	2000	Pritchard	
P	Modified Abr.	500	Pritchard	
P R	Shot Rock	1000	Pritchard	
K S	Modified Abr. No. 8	1000	Pritchard	
S V	#11 Limestone Abr.	2000	Pritchard	15.85
٧	TILLINGSLONG AVI.	2000		

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
	WAYNE CO	YTNUC	
A E	Class 1 No.3	2000 2000 2000	Crum Crum Crum
G H 1	No. 467 No. 57 No. 67	2000 2000 2000	Crum Crum
J M	No. 8 Gabion Stone	2000 1000	Crum Crum
O P	Standard Abr. Modified Abr.	1000 500	Crum Crum
R V	Shot Rock #11 Limestone Abr. Modified Abr. No. 8	1000 1000 1000	Crum Crum Crum
Q	MOUTHER ADE. 140. 0	1000	

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

LIMESTONE	BLAST	
SANDSTONE	FURNACE	STEEL
GRAVEL, SAND	SLAG	SLAG
\$20.45		
20.45		
20.65		
22.35		
22.10		
		<u> </u>
20.05		



Request for

SH-P

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RFQ NUMBER 6610C025

MICHAEL AUSTIN 304-558-2402

*709045641 304-736-7791 ADAMS TRUCKING & SUPPLY INC PO BOX 252 3700 US ROUTE 60 E BARBOURSVILLE WV 25504

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CORRESPONDENCE TO ATTENTION OF

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SIGNATURE	T D1	MAI			TELEPHONE 304-736	5-7791	DATE MAY	7 24, 2010
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PRESIDENT		15'15 TO	5-0588446	DT NAME AR	ID ADDDESS	IN SPACE ABO	VELARELE	D '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 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).



WV PURCHASING DIVN.

Fax 304-558-3970 Request for AFGALLMBER 6610C025

Jun 11 2010 10:50am P001/003

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MICHAEL	AUSTIN		
h04-558-	2402		

304-736-7791 *709045641 ADAMS TRUCKING & SUPPLY INC PO BOX 252 3700 US ROUTE 60 E BARBOURSVILLE WV 25504

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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WV PURCHA-

Adams Trucking 5 0 mm 18 ms.
P.O. Em.
Barboursvine, www. 25004

12. BIDDING SCHEDULE

12.1	Bidding	tra tra	O.B.	Vendors	; E	itorage	Sive
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a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or plt location if Gravel; production plant name and location if Slag)

LIMESTONE: HANSON AA LIMESTONE, GRAYSON KY YAGER MATERIALS

LESAGE, WV MOUNTAIN MATERIALS GRASSEY & CARTER KY

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

3700 US ROUTE 60 EAST
BARBOURSVILLE, WV 25504

Con- Tract Item	Description of Aggregate	F.O.B.	<u>te</u>	
Totalista (Totalista)	LIMESTONE SANDSTONE, GRAVEL, SAND	Blast Furnace Slag	STEEL SLAG	
A	Class 1 Aggregate	<u>\$17.70</u>	- Control of the Cont	
8	Class 2 Aggregate		***************************************	
ō	Cless 10 Aggregate			
D	AASHTO #1 Aggregate			
Ē	AASHTO #3 Aggregate		(A-C	
<u>-</u>	AASHTO #4 Aggregate	17.70		**************************************
G	AASHTO #467 Aggregate	17.70		
H	AASHTO #57 Aggregate	18.00	7. ×	
1	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
ĸ	AASHTO #8 Aggregate	19,45		
Ĺ	AASHTO #9 Aggregate			

BIDDING SCHEDULE (Continued)

12.1 Bid	ldina F.C).B. Vend	or's Storage	Site ((Continued	þ
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N N	Stone for Gablons Fine Aggregate	\$19.05		And the second s
O P	Standard Abrasives Modified Abrasives	ALL CONTRACTOR OF THE PARTY OF	wholester and the second secon	
Q	Riprap	19.05		
r S	Shot Rock AASHTO #8 Modified	**************************************	·	
T AASHTO #9 Modfiled			\$2.700 at 100 at	
U V	Pea Gravel #11 Limestone Abrasives	17.40	prince the second secon	
M			**************************************	
<i>1</i> /4		ms R and Q): irst Ton-Mile ach Additional Ton	Alio	
Ж	Haul by Vendor (Items R an	id/or Q): Irst Ton-Mile		
	@ <u>1.35</u> \$ for F @ <u>26</u> \$ for E	ach Additional Ton	1-169 He	

Con- Tract Item	Description of Material	Bid Price Per Ton F.O.B. Vendor's Storage Site
AA	Cindera	·

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

12. BIDDING SCHEDULE

12.1	Bidding	F.O.B.	Vendors	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: HANSON, AA LIMESTONE GRAYSON, KY YAGER MATERITALS

LESAGE, WV MOUNTAIN MATERIALS GRASSEY & CARTER KY

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

6600 OHIO RIVER ROAD
LESAGE, WV 25537

Con- Tract Item	Description of Aggregate	F.O.B. '	,,,	
Annual Communication of the Co	de arrange accessor des esta de la comitación de la comit	LIMESTONE SANDSTONE, GRAVEL, SAND	elast Furnace Slag	steel Slag
A B	Class 1 Aggregate Class 2 Aggregate Class 10 Aggregate	\$18.80		
D E	AASHTO #1 Aggregate AASHTO #3 Aggregate	18.80		
F G H	AASHTO #4 Aggregate AASHTO #467 Aggregate AASHTO #57 Aggregate	18.80 19.05		
ĺ	AASHTO #57 Aggregate AASHTO #7 Aggregate			
K L	AASHTO #3 Aggregate AASHTO #3 Aggregate			

BIDDING SCHEDULE (Continued)

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

M	Stone for Gabions	\$20.25		Sufference of the supplier of
N	Fine Aggregate	Company of the party of the par	->-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-\-	
0	Standard Abrasives Modified Abrasives			
-		00 or		Particular Control of
Q R	Riprap Shot Rock	<u>20.25</u>	where the same of	
5	AASHTO #8 Modified			
T	AASHTO #9 Modified			
Ů	Pos Gravel		16.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4.4	
v	#11 Limestone Abrasives	17.50		
W	Haul by Vendor (Except Iter	me R and O)·		
		irst Ton-Mile		
	Carlo	ach Additional Ton	Milo	
X	Haul by Vendor (Items R an	dior O1:		
		Irst Ton-Mile		
	@ \$ for E	ach Additional Ton	-Mile	

Con-		
Tract	Description of	Bid Price Per Ton
ltem	Material	F.O.B. Vendor's Storage Site
***************************************	p	
AA	Cinders	

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

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-
_ X	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. X	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. X _	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.
requirer against	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 such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid irred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	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 is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	ADAMS TRUCKING & SUPPLY, INC. Signed: ///

Title: PRESIDENT

Date: MAY 24, 2010

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

REO No	6610C025
RFQ No.	001UCU25

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: ADAMS TRUCKING A SUPPLY, INC.	
Veridor's realite. Abarts I that I have been seen as a s	
Authorized Signature: / 4/14	Date: MAY 24, 2010
State of West Gergienia	
County of Calcase, to-wit:	Mar
Taken, subscribed, and sworn to before me this Hay day of Decamber, 2010.	
My Commission expires House Mess 5	, 20 <i>16</i> .
. (NOTORY PUBLIC Sparon L. Necholo
AFFIX SEAL HERE	NOTORY PUBLIC Sparon q. Comment

