



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

Request for Quotation

RFQ NUMBER
6611C021

PAGE
1

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

*709033341 276-873-6816
 E DILLON & COMPANY
 PO BOX 160
 SWORDS CREEK VA 24649

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/23/2011	Net 30 Days	Truck	Destination	

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

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

RECEIVED

2011 MAR 23 A 8:09

PURCHASING DIVISION
STATE OF WV

REQUISITION NO.:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Rod Hamilton</i>	(276) 873-6816	3/18/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Mgr., Aggregate Sales	54-0261160	

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

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

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

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

INSTRUCTIONS TO BIDDERS

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



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VENDOR

*709033341 276-873-6816
E DILLON & COMPANY
PO BOX 160

SWORDS CREEK VA 24649

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Rod Hamblen</i>	TELEPHONE (276) 873-6816	DATE 3/18/11	
TITLE Mgr., Aggregate Sales	FEIN 54-0261160	ADDRESS CHANGES TO BE NOTED ABOVE	

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.....03/18/2011..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED SIX (6) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. 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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Paul Hamblen</i>	TELEPHONE (276) 873-6816	DATE 3/18/11	
TITLE Mgr., Aggregate Sales	FEIN 54-0261160	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Henderson</i>	TELEPHONE (276) 873-6816	DATE 3/18/11
TITLE Mgr., Aggregate Sales	FEIN 54-0261160	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rod Hemmeler</i>	TELEPHONE (276) 873-6816	DATE 3/18/11
TITLE Mgr., Aggregate Sales	FEIN 54-0261160	ADDRESS CHANGES TO BE NOTED ABOVE

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rod Hamblin</i>	TELEPHONE (276) 873-6816	DATE 3/18/11
TITLE Mgr., Aggregate Sales	FEIN 54-0261160	ADDRESS CHANGES TO BE NOTED ABOVE

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

BIDDING SCHEDULE (Continued)

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

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE SANDSTONE, GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
P	Modified Abrasives	<u>14.18</u>	_____	_____
Q	Riprap	<u>10.19</u>	_____	_____
R	Shot Rock	<u>10.19</u>	_____	_____
S	AASHTO #8 Modified	<u>14.18</u>	_____	_____
T	AASHTO #9 Modified	<u>14.18</u>	_____	_____
U	Pea Gravel	<u>14.18</u>	_____	_____
V	#11 Limestone Abrasives	<u>n/a</u>	_____	_____
W	Haul by Vendor (Except Items R and Q): @ <u>1.25</u> \$ for First Ton-Mile @ <u>.35</u> \$ for Each Additional Ton Mile			
X	Haul by Vendor (Items R and/or Q): @ <u>3.25</u> \$ for First Ton-Mile @ <u>.35</u> \$ for Each Additional Ton-Mile			

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

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

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

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

12. BIDDING SCHEDULE DISTRICT TWO

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>LINCOLN COUNTY</u>			
A	Class 1	1000	Harts
B	Class 2	500	Harts
E	No. 3	500	Harts
H	No. 57	500	Harts
K	No. 8	1000	Harts
M	Gabion Stone	1000	Harts
O	Standard Abr.	1000	Harts
R	Shot Rock	1000	Harts
V	#11 Limestone Abr.	1000	Harts
Q	Rip Rap	500	Harts

LOGAN COUNTY

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

LOGAN COUNTY

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

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

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

28.24		
28.24		
28.24		
31.39		
28.24		
31.39		
31.39		
31.39		
n/a		

12. BIDDING SCHEDULE DISTRICT TWO

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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CORRIDOR G & LOGAN COUNTY

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

MINGO COUNTY

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

MINGO COUNTY

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

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

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

27.82		
27.82		
27.82		
27.82		
27.82		
27.82		
27.82		
27.82		
27.82		
n/a		

12. BIDDING SCHEDULE DISTRICT TEN

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>MCDOWELL COUNTY</u>			
A	Class 1	10000	Havaco
G	No. 467	3000	Havaco
H	No. 57	1000	Havaco
M	Gabion Stone	1500	Havaco
P	Modified Abr.	5000	Havaco
R	Shot Rock	1500	Havaco
K	No. 8	1000	Havaco

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

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

MCDOWELL COUNTY

A	Class 1	5000	Raysal
G	No. 467	2000	Raysal
H	No. 57	1000	Raysal
K	No. 8	500	Raysal
M	Gabion Stone	1000	Raysal
O	Modified Abr.	2000	Raysal
R	Shot Rock	1000	Raysal
B	Class 2	2000	Raysal

15.65		
16.17		
16.17		
23.43		
20.00		
23.43		
21.33		
16.17		

MCDOWELL COUNTY

A	Class 1	3000	Yukon
G	No. 467	1000	Yukon
H	No. 57	1000	Yukon
M	Gabion Stone	600	Yukon
P	Modified Abr.	2000	Yukon
R	Shot Rock	800	Yukon
B	Class 2	1000	Yukon

MCDOWELL COUNTY

A	Class 1	3000	Johnnycake Mtn.
G	No. 467	1000	Johnnycake Mtn.
M	Gabion Stone	500	Johnnycake Mtn.
P	Modified Abr.	2000	Johnnycake Mtn.
R	Shot Rock	800	Johnnycake Mtn.
H	No. 57	1000	Johnnycake Mtn.
B	Class 2	1000	Johnnycake Mtn.

19.66		
20.18		
20.18		
26.11		
23.57		
19.66		
20.18		

12. BIDDING SCHEDULE DISTRICT TEN

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

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
<u>RALEIGH COUNTY (I-64)</u>			
A	Class 1	10000	Bragg
E	No. 3	1200	Bragg
L	No. 9	5000	Bragg
M	Gabion Stone	400	Bragg
H	No. 57	2000	Bragg

Bid Price (\$/Ton) F.O.B. DOH Storage Site		
LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
/		
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WYOMING COUNTY

A	Class 1	3000	Still Run
B	Class 2	2000	Still Run
E	No. 3	1500	Still Run
H	No. 57	2500	Still Run
L	No. 9	2000	Still Run
M	Gabion Stone	1500	Still Run

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WYOMING COUNTY

A	Class 1	3000	Hanover
B	Class 2	2000	Hanover
L	No. 9	2000	Hanover
E	No. 3	1000	Hanover

20.75		
20.75		
23.61		
20.75		

WYOMING COUNTY

A	Class 1	400	Pineville - WV 97
B	Class 2	2000	Pineville - WV 97
L	No. 9	2000	Pineville - WV 97
H	No. 57	2500	Pineville - WV 97

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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 Quotation

RFQ NUMBER
6611C021

PAGE
1

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

*709033341 276-873-6816
 E DILLON & COMPANY
 PO BOX 160
 SWORDS CREEK VA 24649

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/11/2011	Net 30 Days	Truck	Destination	

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TITLE	TELEPHONE	DATE
<i>Rod Hamilton</i>	Mgr., Aggregate Sales	(276) 873-6816	3/18/11
	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
	54-0261160		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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).

BIDDING SCHEDULE (Continued) Addendum #1

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

Contract Item	Description of Material	Bid Price per Ton F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
P	Modified Abrasives	14.18		
Q	Riprap	10.19		
R	Shot Rock	10.19		
S	AASHTO #8 Modified	14.18		
T	AASHTO #9 Modified	14.18		
U	Pea Gravel	14.18		
V	#11 Limestone Abrasives	n/a		
W	Haul by Vendor (Except Items R and Q): @ 1.25 \$ for First Ton-Mile @ .35 \$ for Each Additional Ton Mile			
X	Haul by Vendor (Items R and/or Q): @ 3.25 \$ for First Ton-Mile @ .35 \$ for Each Additional Ton-Mile			
Y	6" Crusher Run (Pick-up only)	10.19		

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

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

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

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: E. Dillon & Company

Authorized Signature: *[Signature]* Date: 3/18/11

State of Virginia

County of Russell, to-wit:

Taken, subscribed, and sworn to before me this 18 day of March, 2011.

My Commission expires June 30, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

