

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

276-873-6816

Request for REGNUMBER Guotation 6611C02

6611C021

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BUYER 33 304-558-2402

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E DILLON & COMPANY PO BOX 160

*709033341

SWORDS CREEK VA 24649

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED		TERMS OF SALE			SHIP VI	4	F.O.B,		FREIGHTTERMS
02/23/	2011	Net	30 Day	7S	Truck		Destination	on	
BID OPENING DATE:		03/22/					DPENING TIME		:30PM
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TITLE Mar A ware	rata Sal	F	EIN 54-	026116					S TO BE NOTED ABOVE
Mgr., Aggres	gate Sal	CNDING				ADDDECC	IN SDACE ABOVE	LADEL	ED 'VENDOD'

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).



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

Request for Quotation

6611C021

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33

304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

ADDRESS CHANGES TO BE NOTED ABOVE

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

SWORDS CREEK VA 24649

02/23/2011 Net 30 Days Truck Destination DOPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM	M AMOUNT
ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	
ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	AMOUNT .
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.	
NO. 1 NO. 2 NO. 3 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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. SIGNATURE .E. Pillon & Company. COMPANY	
SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE for formula TELEPHONE (276) 873-6816 DATE 3/18/1	

54-0261160



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SIGNATURE

Mgr.,

TITLE

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

Request for

6611C021

RFQ NUMBER

BUYER 33

304-558-2402

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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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

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 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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 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 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

54-0261160 <u>Aggregate</u> Sales WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

TELEPHONE

(276)

873-6816

DATE

3/18/11

ADDRESS CHANGES TO BE NOTED ABOVE



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

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

SWORDS CREEK VA 24649

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Aggregate Sales 54-0261160 WHEN RESPONDING TO BEG. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



SIGNATURE

Mgr.,

TITLE

***709033341**

PO BOX 160

E DILLON & COMPANY

SWORDS CREEK VA

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

276-873-6816

24649

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DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 02/23/2011 Net 30 Days Truck Destination BID OPENING DATE: 03/22/2011 BID OPENING TIME 01:30PM CAT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. REV. 05/26/2009 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. EXHIBIT 4 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. REV. 3/88 NOTICE SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

(276) 873-6816

DATE

3/18/11

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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

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State of West Virginia .

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Pay 50122 Post Office Box 50130 Charleston, WV 25305-0130

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SWORDS CREEK VA 24649 DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRIN	TED	TER	MS OF SA	\LE		SHIP VIA			F.O.B.		FREIGHT TERMS
02/23/			30 Day	/s		Truck			Destination		
BID OPENING DATE:	<u> </u>	03/22/	2011	35 250 550 550	PORTO DE LA COMPANSION DE		BID	OPE	NING TIME	01	:30PM
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Mgr., Aggre	gate Sal	es FE	IN	-026116	0			T			TO BE NOTED ABOVE

NOTE: Vendor should type Bidding Schedules

12. BIDDING SCHEDULE

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

 Dolomite Quarry
Swords Creek, Virginia

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

State Route 67 2522 Swords Creek Road
Swords Creek, Virginia

			id Price per Ton	
Contract Item	Description of Material	<u>F.O.B. \</u>	/endor's Storage Site	
		LIMESTONE	BLAST	
		SANDSTONE,	FURNACE	STEEL
		GRAVEL, SAND	SLAG	SLAG
Α	Class 1 Aggregate	10.19		
В	Class 2 Aggregate	10.19		
С	Class 10 Aggregate	10.19		
D	AASHTO #1 Aggregate	11.18		
Ε	AASHTO #3 Aggregate	11.18	/-	
F	AASHTO #4 Aggregate	11.18		
G	AASHTO #467 Aggregate	11.18		
Н	AASHTO #57 Aggregate	11.18		
1	AASHTO #67 Aggregate	11.18		
J	AASHTO #7 Aggregate	14.18		
K	AASHTO #8 Aggregate	<u>14.18</u>		
L	AASHTO #9 Aggregate	14.18		
M	Stone for Gabions	11.45		
N	Fine Aggregate	10.19		
0	Standard Abrasives	14.18		

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

It is not necessary to type NO BID in blank spaces or return blank sheets.

BIDDING SCHEDULE (Continued)

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

· O (()	D : " (M /))		d Price per Ton	
Contract Item	Description of Material		/endor's Storage Site	2
		LIMESTONE	BLAST	
		SANDSTONE,	FURNACE	STEEL
		GRAVEL, SAND	SLAG	SLAG
Р	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	<i></i>	
W	Haul by Vendor (Except Iter			
		First Ton-Mile		
	@\$ for	Each Additional Ton Mile	9	
Χ	Haul by Vendor (Items R an	d/or Q):		
	@ <u>3.25</u> \$ for	First Ton-Mile		
	@\$ for	Each Additional Ton-Mil	9	
		Bi	d Price per Ton	
Contract Item	Description of Material	<u>F.O.B. Ver</u>	ndor's Storage Site	
AA	Cinders (See Note 1.)		n/a	
Note	1: Bid price shall include cost of	Vendor Loading Depart	ment trucks.	
c)	SOURCE OF MATERIAL Name	and Location of plant w	which produces the m	natorial:
, 9	OCCIOE OF WATERIAE NAME	and Location of plant v	which produces the h	iateriai.
d)	EXACT LOCATION OF VENDO submitted when bid price varies	DR'S STORAGE SITE(hetween Vendors stora	S) A separate bid so	chedule must be
		200000000000000000000000000000000000000		
			· · · · · · · · · · · · · · · · · · ·	

2. BIDDING SCHEDULE

DISTRICT TWO

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
	LINCOLN (COUNTY		SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
٨	Class 1	1000	Harts	GRAVEL, SAIND SLAG SLAG
A B	Class 1	500	Harts	
E	No. 3	500	Harts	
H	No. 57	500	Harts	
K	No. 8	1000	Harts	
M	Gabion Stone	1000	Harts	
Ö	Standard Abr.	1000	Harts	
R	Shot Rock	1000	Harts	
V	#11 Limestone Abr.	1000	Harts	
Q	Rip Rap	500	Harts	
	LOGAN C	COUNTY		
Α	Class 1	5000	Wilkinson	
Ë	No. 3	1000	Wilkinson	
H	No. 57	1000	Wilkinson	
K	No. 8	2000	Wilkinson	
М	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>LOGAN C</u>	COUNTY	· .	
Α	Class 1	1000	Man	28.24
Ε	No. 3	500	Man	28.24
Н	No. 57	500	Man	28.24
K	No. 8	2000	Man	31,39
M	Gabion Stone	1000	Man	28,24
0	Standard Abr.	1000	Man	31.39
Р	Modified Abr.	500	Man	31.39
R	Shot Rock	1000	Man	31.39
V	#11 Limestone Abr.	1000	Man	n/a

12. BIDDING SCHEDULE

DISTRICT TWO

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$Ton) F.O.B. DOH Storage Site
				LIMESTONE BLAST
	CORRIDOR G & L	OGAN COUN	<u>TY</u>	SANDSTONE FURNACE STEEL
				GRAVEL, SAND SLAG SLAG
Α	Class 1	2000	Chapmanville	
Ε	No. 3	500	Chapmanville	
K	No. 8	1500	Chapmanville	
М	Gabion Stone	1000	Chapmanville	
0	Standard Abr.	1000	Chapmanville	
P	Modified Abr.	500	Chapmanville	
R	Shot Rock	1000	Chapmanville	
V	#11 Limestone Abr.	3000	Chapmanville	
	MINGO (COUNTY		
٨	Class 1	5000	Miller Creek	
A 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	
0	Standard Abr.	2000	Miller Creek	
P	Modified Abr.	500	Miller Creek	
r R	Shot Rock	1000	Miller Creek	
V	#11 Limestone Abr.	3000	Miller Creek	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	MINGO (COUNTY		
Α	Class 1	1000	Gilbert	27.82
D	No. 1	1000	 Gilbert 	27.82
E	No. 3	500	Gilbert	27.82
Н	No. 57	500	Gilbert	27.82
K	No. 8	500	Gilbert	27.82
М	Gabion Stone	1000	Gilbert	27.82
Ö	Standard Abr.	200	Gilbert	27.82
P	Modified Abr.	200	Gilbert	27,82
R	Shot Rock	500	Gilbert	27.82
V	#11 Limestone Abr.	1000	Gilbert	n/a

12. BIDDING SCHEDULE

DISTRICT TEN

, este ,		Estimated	Location of	Bid Price (\$/Ton) F.O.B.
Contract	Description	Quantity	DOH	DOH Storage Site
Item	of Aggregate	(TONS)	Storage Site	•
				LIMESTONE BLAST
	MCDOV	WELL COUNTY		SANDSTONE FURNACE STEEL
	:			GRAVEL, SAND SLAG SLAG
Α	Class 1	10000	Havaco	
G	No. 467	3000	Havaco	
Н	No. 57	1000	Havaco	
Μ .	Gabion Stone	1500	Havaco	
Р	Modified Abr.	5000	Havaco	
R	Shot Rock	1500	Havaco	
K	No. 8	1000	Havaco	
	MCDO/	WELL COUNTY		
A	Class 1	5000	Raysal	15.65
G	No. 467	2000	Raysal	16.17
Н	No. 57	1000	Raysal	16.17
K	No. 8	500	Raysal	23.43
M	Gabion Stone	1000	Raysal	20.00
0	Modified Abr.	2000	Raysal	23.43
R	Shot Rock	1000	Raysal	21.33
В	Class 2	2000	Raysal	16.17
	<u>MCDO\</u>	WELL COUNTY		
Α	Class 1	3000	Yukon	
G	No. 467	1000	Yukon	
Н	No. 57	1000	Yukon	
M	Gabion Stone	600	Yukon	
Р	Modified Abr.	2000	Yukon	
R	Shot Rock	800	Yukon	
В	Class 2	1000	Yukon	
		÷		
	MCDOV	WELL COUNTY		
Α	Class 1	3000	Johnnycake Mtn.	19.66
G	No. 467	1000	Johnnycake Mtn.	20.18
M	Gabion Stone	500	Johnnycake Mtn.	20.18
Р	Modified Abr.	2000	Johnnycake Mtn.	26.11
R	Shot Rock	800	Johnnycake Mtn.	23.57
Н	No. 57	1000	Johnnycake Mtn.	19.66
В	Class 2	1000	Johnnycake Mtn.	20.18
			•	

12. BIDDING SCHEDULE DISTRICT TEN

		Estimated	Location of	Bid Price (\$/Ton) F	² .O.B.
Contract	Description	Quantity	DOH	DOH Storage S	Site
Item	of Aggregate	(TONS)	Storage Site	v	
				LIMESTONE BLAS	ST
	RALEIGI	COUNTY (I-64)		SANDSTONE FURN	1 1
				GRAVEL, SAND SLA	
Α	Class 1	10000	Bragg		
Ε	No. 3	1200	Bragg		
L	No. 9	5000	Bragg		
M	Gabion Stone	400	Bragg		
	No. 57	2000	Bragg		
	WYON	IING COUNTY			
Α	Class 1	3000	Still Run		
	Class 2	2000	Still Run		
	No. 3	1500	Still Run		
Н	No. 57	2500	Still Run		
L	No. 9	2000	Still Run		
M	Gabion Stone	1500	Still Run		
	WYON	ING COUNTY			
Α	Class 1	3000	Hanover	20.75	
	Class 2	2000	Hanover	20.75	
	No. 9	2000	Hanover	23.61	
	No. 3	1000	Hanover	20.75	
	WYOM	IING COUNTY			
Α	Class 1	400	Pineville - WV 97		
	Class 2	2000	Pineville - WV 97		
	No. 9	2000	Pineville - WV 97		
	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

6611C021

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ADDRESS CORRESPONDENCE TO A	ATTENTION OF
	3.1.4.19.9.19.19.

ADDRESS CHANGES TO BE NOTED ABOVE

BUYER 33

304-558-2402

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

DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
		Net 3	30 Day	s	Truck	k Destination			
BID OPENING DATE:	03	/22/2	011			BID O	PENING TIME	01:	30PM
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				ADDEN	DUM NO. 1				
T	HIS ADD	ENDUM	IS I	SSUED	TO:				
1					, 6"CRUSH HE ATTACH		TO BIDDING		
2.) PROV	IDE A	СОРУ	OF T	HE VENDOR	PREFER	ENCE CERTIFICA	ATE	
3.) BID	OPENI	NG DA ****	TE RE END A	MAINS 03/ DDENDUM N	22/2011 O. 1***	AT 1:30 PM	***	
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* *	****	THIS	IS TH	E END	OF RFQ	6611C0	 21	AL:	
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SIGNATURE //	. ,			SEE REV	ERSE SIDE FOR T				
SIGNATURE	1 42	mple	1			TELEPHONE (276) 8	73-6816	DATE 3	3/18/11

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).

12. BIDDING SCHEDULE 66-11-C021 – Addendum #1 Adding Contract Item Y

12.	1	Bidding	F.	O.B.	Vendor's	Storage	Site
	•			\sim . \sim .	10010010		\sim 100

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)

Dolomite Quar	ry
	DOR'S STORAGE SITE(S) A separate bid hen bid price varies between Vendors storage

Contract Item	Description of Material		id Price per Ton <u>/endor's Storage Sit</u> BLAST FURNACE SLAG	t <u>e</u> STEEL SLAG
A	Class 1 Aggregate	10.19		
В	Class 2 Aggregate	10.19		
С	Class 10 Aggregate	10.19		
D	AASHTO #1 Aggregate	11.18		
E	AASHTO #3 Aggregate	11.18		
F	AASHTO #4 Aggregate	11.18		
G	AASHTO #467 Aggregate	11.18		
Н	AASHTO #57 Aggregate	11.18		
1	AASHTO #67 Aggregate	11.18		
J	AASHTO #7 Aggregate	14.18		
K	AASHTO #8 Aggregate	14.18		
L	AASHTO #9 Aggregate	14.18		1
М	Stone for Gabions	11.45		
N	Fine Aggregate	10.19		· /
0	Standard Abrasives	14.18	/	1

BIDDING SCHEDULE (Continued)

Addendum #1

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

0 4 414 -	D . 5.6 (14.1.5.1		id Price per Ton	
Contract Item	Description of Material	LIMESTONE	Vendor's Storage Site BLAST	2
		SANDSTONE,	FURNACE	STEEL
		GRAVEL, SAND	SLAG	SLAG
		OTTIVEE, OTTI	OLI (O	0210
Р	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		ns R and Q): First Ton-Mile Each Additional Ton Mi	le	
X	Haul by Vendor (Items R and @ 3,25 \$ for F @ .35 \$ for E		ile	
Y	6" Crusher Run (Pick-up only)	10.19		
Contract Item	Description of Material		id Price per Ton ndor's Storage Site	
AA	Cinders (See Note 1.)	_	n/a	
Note 1	: Bid price shall include cost of	Vendor Loading Depar	tment trucks.	
c)	SOURCE OF MATERIAL Name	and Location of plant	which produces the r	naterial:
				The second se
	EXACT LOCATION OF VENDO submitted when bid price varies			chedule must be

Date:

3/18/11

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

Title: Manager, Aggregate & Mine Products

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: E. Dillon & Company	
Authorized Signature: Los bambles	Date:3/18/11
State of Virginia	
County of Russell to-wit:	
Taken, subscribed, and sworn to before me this 18 day of March	h, 20 <u>11</u> .
My Commission expires <u>June 30</u> , , 20 <u>1</u> ;	
AFFIX SEAL HERE NOTARY F	PUBLIC Sylvia (1. Wasdurard

Purchasing Affidavit (Revised 12/15/09)