



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
669C0021

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*509132101 859-299-7001
 MOUNTAIN MATERIALS INC
 PO BOX 13130
 LEXINGTON KY 40583
Page # 1

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 02/04/2009 | | | | |

BID OPENING DATE: **02/25/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | EA | | 750-35 | | |
| <p>STONE & AGGREGATE</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS, DISTRICT 1 THROUGH 10 PER THE ATTACHED SPECIFICATIONS.</p> <p>: ALSO :</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY CINDERS TO THE WEST VIRGINIA DIVISION OF HIGHWAYS, DISTRICT 1, 3, 4, 6, AND 7 PER THE ATTACHED SPECIFICATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS</p> | | | | | | |

RECEIVED

2009 MAR -4 AM 10:20

WV PURCHASING DIVISION

| | | | |
|---|----------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| | (859) 299-7001 | 2/25/2009 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| Vice President - Constr. | 20-3622152 | | |

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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN
304-558-2402

VENDOR

*509132101 859-299-7001
 MOUNTAIN MATERIALS INC
 PO BOX 13130

LEXINGTON KY 40583 *page #2*

SHIP TO

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
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 26201 304-472-1750

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
| 02/04/2009 | | | | |

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|--|----------|-----|----------|-------------|------------|--------|
| | | | | | | |
| <p>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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SIX (6) MONTHS PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p> | | | | | | |

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|---|--------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| <i>[Signature]</i> | 859-299-7001 | 2/25/2009 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| <i>Construction</i> | 20-3622152 | | |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN 304-558-2402 |

*509132101 859-299-7001
 MOUNTAIN MATERIALS INC
 PO BOX 13130

LEXINGTON KY 40583

Page #3

DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750

VENDOR

SHIP TO

| | | | | |
|--------------|---------------|----------|-----|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| 02/04/2009 | | | | |

BID OPENING DATE: 02/25/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 669C0021</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------|--------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | 859 299-7001 | 2/25/2009 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Construction | 20-3622152 | |

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ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

PROPERTY

*509132101 859-299-7001
MOUNTAIN MATERIALS INC
PO BOX 13130

LEXINGTON KY 40583 *page #4*

SHIP TO

DIVISION OF HIGHWAYS
EQUIPMENT DIVISION
ROUTE 33
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26201 **304-472-1750**

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|--|----------|-----|---------|-------------|------------|--------|
| <p>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 .. <i>1</i> .. <i>RECD. 2/24/09</i> .. <i>[Signature]</i></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>..... SIGNATURE Bret M. Summers Mountain Materials, Inc. COMPANY ..2/25/2009..... DATE</p> | | | | | | |

| | | | |
|---|-------------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>[Signature]</i> | TELEPHONE 859-299-7001 | DATE 2/25/2009 | |
| TITLE Construction | FEIN 20-3622152 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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page # 5

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|------|---|-----|--------|-------------|------------|--------|
| | REV. 11/96 | | | | | |
| | <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 669C0021</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (859) 299-2385</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Buz Tharp</p> | | | | | |

| | | | |
|--------------------|-----------------|---|----------------|
| SIGNATURE | | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | |
| | | TELEPHONE 859-299-7001 | DATE 2/25/2009 |
| TITLE Construction | FEIN 20-3622152 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

page # 6

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 401.9.3.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Engineering Division, Technical Section
State Capitol Complex, Building 5, Room A-650
1900 Kanawha Boulevard, East, Building 5
Charleston, West Virginia 25305

MATERIAL SPECIFICATIONS ARE AS FOLLOWS:

| <u>MATERIAL (NOTE 1)</u> | <u>WVDOH STANDARD SPECIFICATION SECTION</u> |
|------------------------------|---|
| Fine Aggregate | 702 (Note 5) |
| Coarse Aggregate | 703 (Note 5) |
| Riprap | 704.2 |
| Stone for Gabions | 704.3 |
| Shot Rock | 704.8 |
| Abrasives (Note 2) | Note 3 |
| Aggregate for Base & Subbase | 704.6 (Note 5) |
| #8 Modified and #9 Modified | Note 4 |

NOTE 1: Fine aggregate on the bid schedule shall be considered to be fine aggregate for portland cement concrete or mortar sand, the particular type to be specified in State Contract Purchase Orders (SCO'S). Coarse aggregate on the bid schedule is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the bid schedule is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. Crushed sandstone shall not be used as an abrasive.
2. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
3. Total deleterious substances including but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard #4 (4.75 mm) sieve.
4. When gravel is used as an abrasive, the material retained on the #8, sieve shall have a majority of crushed particles.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

| <u>SIEVE SIZE</u> | <u>% PASSING BY WEIGHT</u> | |
|-------------------|----------------------------|----------|
| | Standard | Modified |
| 1/2 inch | 100 | 100 |
| 3/8 inch | 85 - 100 | 85 - 100 |
| #100 | 0 - 10 | 0 - 4 |

NOTE 3: In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2.5% passing the #200 sieve as determined by AASHTO T-11 and T-27. Modified AASHTO #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item I, AASHTO #7
 Item J, AASHTO #8
 Item K, AASHTO #9
 Item R, AASHTO #8 Modified
 Item S, AASHTO #9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances (including but not limited to metal, glass, clay, shale, and thin or elongated pieces) shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard #4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

| <u>Sieve Size</u> | <u>% Passing by Weight</u> |
|-------------------|----------------------------|
| 1/2 inch | 100 |
| 3/8 inch | 85-100 |
| #100 | 0-20 |

NOTE 6: Number 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard #8 (2.36 mm) sieve.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

| <u>Sieve Size</u> | <u>% Passing by Weight</u> |
|-------------------|----------------------------|
| 3/8 inch | 100 |
| #4 | 40-90 |
| #8 | 10-40 |
| #100 | 0-5 |

2. BIDDING INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors shall provide the information requested in Subsection 12.1 & 12.2, paragraphs (a) and (b) on the bid schedule. Failure to provide required information will be sufficient grounds to invalidate the bid.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The Division of Highways may purchase aggregate and stone F.O.B. Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highways' trucks by Vendor.

Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the District Engineer/Manager.

3. DETERMINING LOW BID

Bids will be evaluated by the Division on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's bid price in dollars per ton by a "Tons per cubic yard factor" which is listed in the following table.

**AGGREGATE
TONS PER CUBIC YARD FACTORS***

| ITEM | TYPE OF MATERIAL | | | BLAST FURNACE | |
|--------------------------------|------------------|-------------|-------------|---------------|-------------|
| | LIMESTONE | SANDSTONE | GRAVEL | SLAG | STEEL SLAG |
| Class 1, 2, 9 | 1.46 | 1.46 (2920) | 1.46 (2920) | 1.36 (2720) | 1.81 (3620) |
| AASHTO Sizes #1 thru #7 | 1.30 (2600) | 1.30 (2600) | 1.30 (2600) | 1.04 (2080) | 1.61 (3220) |
| AASHTO Sizes #8 thru #10 | 1.32 (2640) | 1.32 (2640) | 1.32 (2640) | 1.20 (2400) | 1.61 (3220) |
| Gabions | 1.31 (2620) | 1.31 (2620) | 1.31 (2620) | ----- | ----- |
| Shot Rock, Riprap | 1.31 (2620) | 1.31 (2620) | ----- | ----- | ----- |
| Fine Aggregate | 1.40 (2800) | 1.40 (2800) | 1.40 (2800) | 1.36 (2720) | 1.77 (3540) |
| Abrasives | 1.36 (2720) | 1.36 (2720) | 1.36 (2720) | 1.28 (2560) | 1.75 (3500) |

*Numbers in parenthesis are pounds per cubic yard

CINDERS

| <u>Source (Note 1)</u> | <u>Tons per Cubic Yard Factor (Note 2)</u> |
|--|--|
| Albright Power Albright, WV | 0.90 (1,792) |
| Burger Power Dilles Bottom, OH | 1.29 (2,579) |
| Fort Martin Power Fort Martin, WV | 0.94 (1,883) |
| Harrison Power Haywood, WV | 0.95 (1,900) |
| John Amos Power Winfield, WV | 0.82 (1,631) |
| Pleasants Power Plant Willow Island, WV | 1.09 (2,185) |
| Mountaineer Power New Haven, WV | 0.65 (1,305) |
| Bruce Mansfield Plant Shippingport, PA | 1.09 (2,160) |
| Virginia Electric Power Mt. Storm, WV | 0.79 (1,585) |
| Hatfield Power Masontown, Pa | 0.85 (1,700) |

Note 1: In the event the bidding source is not listed, it will be necessary for the Division to establish the weight per unit volume of said source prior to award.

Note 2: Numbers in parenthesis are pounds per cubic yard.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid "F.O.B. Vendor' Storage Site" will be awarded a contract to establish a unit price for those items bid (See Subsection 12.1):

- a. A State Contract Purchase Order (SCO) specifying Division of Highways pick up or Vendor delivery to project site will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.
- b. A Blanket State Contract Purchase Order (SCO) specifying Division of Highways pick F.O.B. Vendors Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When

material is secured on an SCO of this nature, the District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract to establish a unit price for those locations and items for which their bid is low based on cost per cubic yard (see Subsection 12.2). A State Contract Purchase Order (SCO), with the required delivery schedule, will be issued for the actual quantity of material to be delivered to the location specified. If the Vendor is unable to furnish material in accordance with the specified delivery schedule the District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to delivery requirements.

- a. All qualified Vendors who are awarded F.O.B. Division Storage Sites must have the awarded items available for delivery 30 days after the contract award date.

In the event a Vendor fails to conform to the requirements stated in this contract document, the State Contract Purchase Order (SCO) or the governing specifications, the State Contract Purchase Order (SCO) may be cancelled and reissued to the next lowest bidder.

The Vendor is not authorized to ship, nor is the Division authorized to receive materials prior to issuance of an (SCO).

5. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to political sub-divisions of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

6. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project will be determined by the Division and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment. The Contractor shall deposit aggregates at the project site at

the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications.

8. WEIGHING MATERIALS DELIVERED BY MODES OF TRANSPORTATION OTHER THAN TRUCKS

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Division, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per SCO. When barge delivery is required contract item will be ordered in 1500 ton increments.

9. SAMPLING AND TESTING

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the Division. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the Division's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

| <u>Property</u> | <u>Frequency</u> |
|------------------------------|---|
| Gradation-Delivered Material | One sample per each day of shipment (or if tested during production, one sample per each day of production). See Note 1 below. |
| Gradation-Division Pick-up | (Division pick up; A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below. |
| | (Division pick up; A-2 Source) One sample per 250 tons shipped and a minimum of one per week of shipment. |

Moisture Content (See Note 2)

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division in accordance with MP 700.00.22. Items "N" & "O" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

10. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sublots). A subplot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the subplot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Division within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered nonconforming to the extent that the last of its sublots is nonconforming. When a lot of material is nonconforming, then the last subplot contained therein shall have its degree of nonconformance determined as set forth below.

When a subplot of material is to have its price adjusted, the percentage point difference between the nonconforming test value and the specification limit shall be determined for each sieve size determined to be nonconforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table I.

TABLE 1

| <u>NONCONFORMING SIEVE SIZE</u> | <u>MULTIPLICATION FACTOR</u> |
|-------------------------------------|--|
| Plus #40 | 1 |
| #40 | 1.5 |
| #50 | 1.5 |
| #100 | 2.0 (1.3 for abrasives and cinders) |
| #200 | 2.5 |
| 1/2" | 1 |
| 3/8" | 1 |

The total measure of nonconformance of an individual subplot is the sum of all nonconformances on the various sieve sizes of that subplot. In no case, however, shall a subplot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of nonconformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

| <u>DEGREE OF NONCONFORMANCE</u> | <u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u> |
|-------------------------------------|--|
| 1.0 TO 3.0 | 2 |
| 3.1 TO 5.0 | 4 |
| 5.1 TO 8.0 | 7 |
| 8.1 TO 12.0 | 11 |
| Greater than 12 | * |

*The Division will make a special evaluation of the material and determine the appropriate action.

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile, and it has been determined from his certified test data that a nonconforming subplot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the nonconforming subplot. The quantity represented by the nonconforming subplot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of nonconforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example:

If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing

$$TD \left[1 - \frac{PQ_n}{100Q_t} \right] = AP \text{ (price to be paid after adjustment)}$$

material) which equals 1.5 tons. This 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

WHERE T: = tonnage delivered
 P = percent price reduction
 D = cost per ton
 Q_n = quantity of nonconforming subplot(s)
 Q_t = quantity of total stockpile

If two (2) sublots are nonconforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$(AP_1 + AP_2) - TD = \text{Final price to be paid after adjustments}$

OR

$(AP_1 + AP_2 + AP_3) - 2 TD = \text{Final price to be paid after adjustments}$

Where: AP = price to be paid after initial adjustment for one nonconforming subplot determined by the above equation.

T = tonnage delivered
 D = cost per ton

In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a. All weigh ticket numbers for material delivered during the invoicing period.
- b. Division of Highways' State Contract Purchase Order (SCO) number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weigh tickets) adjusted in accordance with Section 9, Note 2.)

NOTE: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

NOTE: Vendors should type Bid Schedule

12. BIDDING SCHEDULE

page #
17

Mountain Materials, Inc.
PO Box 13130
Lexington, KY 40583

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)**

Mountain Materials, Inc. - Carter City Quarry
7 miles from Rt. 9 (AA Highway) on Rt. 7 - 3 miles north on
Rt. 474 in Carter City, Carter County, KY 41128 (606)474-6116

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

Mountain Materials, Inc. - Carter City Quarry
7 miles from Rt. 9 (AA Highway) on Rt. 7 - 3 miles north on
Rt. 474 in Carter City, Carter County, KY 41128

| Contract 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 | Class 1 Aggregate | 8.50 | | |
| B | Class 2 Aggregate | 8.50 | | |
| C | AASHTO #1 Aggregate | 8.00 | | |
| D | AASHTO #3 Aggregate | 8.00 | | |
| E | AASHTO #4 Aggregate | 8.00 | | |
| F | AASHTO #467 Aggregate | 8.00 | | |
| G | AASHTO #57 Aggregate | 8.25 | | |
| H | AASHTO #67 Aggregate | 8.25 | | |
| I | AASHTO #7 Aggregate | | | |
| J | AASHTO #8 Aggregate | 10.00 | | |
| K | AASHTO #9 Aggregate | 10.00 | | |

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

BIDDING SCHEDULE (Continued)

page #18

Mountain Materials, Inc.
 PO Box 13130
 Lexington, KY 40583

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

| | | | | |
|---|---|-------|---------------------------------|-------|
| L | Stone for Gabions | 9.50 | _____ | _____ |
| M | Fine Aggregate | ----- | _____ | _____ |
| N | Standard Abrasives | 10.00 | _____ | _____ |
| O | Modified Abrasives | 10.00 | _____ | _____ |
| P | Riprap | 10.50 | _____ | _____ |
| Q | Shot Rock | 10.50 | _____ | _____ |
| R | AASHTO #8 Modified | 10.50 | _____ | _____ |
| S | AASHTO #9 Modified | 10.50 | _____ | _____ |
| T | Pea Gravel | ----- | _____ | _____ |
| U | #11 Limestone Abrasives | 8.00 | _____ | _____ |
| V | Haul by Vendor (Except Items Q and P): | | | |
| | @ | 1.50 | \$ for First Ton-Mile | |
| | @ | 0.18 | \$ for Each Additional Ton Mile | |
| W | Haul by Vendor (Items Q and/or P): | | | |
| | @ | 2.50 | \$ for First Ton-Mile | |
| | @ | 0.18 | \$ for Each Additional Ton-Mile | |

| Con- Tract Item | Description of Material | Bid Price Per Ton F.O.B. Vendor's Storage Site |
|-----------------------|----------------------------|---|
| AA | Cinders | N/A _____ |

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

NOTE: Vendors should type Bid Schedule

Mountain Materials, Inc.
 P.O. Box 13130
 Lexington, KY 40583-3130

12. **BIDDING SCHEDULE**

page #19

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)**

Blast Furnace Slag - Mountain Materials, Inc.
Greenup Slag Operation
Greenup, KY 41144 (606)473-3550

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

Mountain Materials, Inc. - Greenup Slag Operation is located at
2225 Ashland Rd. Greenup, KY 41144

| 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 | Class 1 Aggregate | | 9.95 | |
| B | Class 2 Aggregate | | 9.95 | |
| C | AASHTO #1 Aggregate | | 9.95 | |
| D | AASHTO #3 Aggregate | | 9.95 | |
| E | AASHTO #4 Aggregate | | 9.95 | |
| F | AASHTO #467 Aggregate | | 9.95 | |
| G | AASHTO #57 Aggregate | | 9.95 | |
| H | AASHTO #67 Aggregate | | | |
| I | AASHTO #7 Aggregate | | | |
| J | AASHTO #8 Aggregate | | | |
| K | AASHTO #9 Aggregate | | | |

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

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Mountain Materials, Inc.
P.O. Box 13130
Lexington, KY 40583-3130

BIDDING SCHEDULE (Continued)

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

| | | | | |
|---|-------------------------|-------|-------|-------|
| L | Stone for Gabions | _____ | _____ | _____ |
| M | Fine Aggregate | _____ | _____ | _____ |
| N | Standard Abrasives | _____ | 9.75 | _____ |
| O | Modified Abrasives | _____ | 9.75 | _____ |
| P | Riprap | _____ | _____ | _____ |
| Q | Shot Rock | _____ | _____ | _____ |
| R | AASHTO #8 Modified | _____ | _____ | _____ |
| S | AASHTO #9 Modified | _____ | _____ | _____ |
| T | Pea Gravel | _____ | _____ | _____ |
| U | #11 Limestone Abrasives | _____ | _____ | _____ |

V Haul by Vendor (Except Items Q and P):
@ 1.50 _____ \$ for First Ton-Mile
@ 0.18 _____ \$ for Each Additional Ton Mile

W Haul by Vendor (Items Q and/or P):
@ 2.50 _____ \$ for First Ton-Mile
@ 0.18 _____ \$ for Each Additional Ton-Mile

| Con- tract Item | Description of Material | Bid Price Per Ton F.O.B. Vendor's Storage Site |
|-----------------------|----------------------------|---|
| AA | Cinders | N/A _____ |

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



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

**Request for
 Quotation**

REC NUMBER:
669C0021

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**MICHAEL AUSTIN
 304-558-2402**

*509132101 859-299-7001
**MOUNTAIN MATERIALS INC
 PO BOX 13130
 LEXINGTON KY 40583**

**DIVISION OF HIGHWAYS
 EQUIPMENT DIVISION
 ROUTE 33
 BRUSHY FORK ROAD
 BUCKHANNON, WV
 26201 304-472-1750**

PAGE 23

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 02/23/2009 | | | | |

BID OPENING DATE: **03/04/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOF | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|--------|---|------------|--------|
| | | | | ADDENDUM NO. 1 | | |
| | | | | THE ATTACHED REVISED BID SCHEDULE, PAGE 39, REPLACES PAGE 39 OF THE ORIGINAL REQUEST FOR QUOTATION. BID OPENING DATE AND TIME CHANGED FROM: 02/25/09 AT 1:30 P.M. TO: 03/04/09 AT 1:30 P.M. NO OTHER CHANGES | | |
| 0001 | | EA | | 750-35 | | |
| | 1 | | | STONE & AGGREGATE | | |

[Handwritten Signature]
 2/25/09

***** THIS IS THE END OF RFQ 669C0021 ***** TOTAL: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Handwritten Signature]* TELEPHONE: **(859) 299-7001** DATE: **2/25/09**

TITLE: **VP - SALES** FEIN: **20-3622152** ADDRESS CHANGES TO BE NOTED ABOVE

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

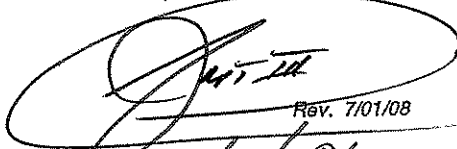
GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

Mountain Materials, Inc.
P.O. Box 13130
Lexington, KY 40583-3130


Rev. 7/01/08
2/25/09

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

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

Handwritten notes and marks: 2/25/09, 2/25/09, 2/25/09, and various checkmarks and X's.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Mountain Materials, Inc.
Date: 2/25/2009

Signed: [Signature]
Title: Bret M. Summers Vice President - Construction

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**Page # 22**VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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>.

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.

Vendor's Name: Mountain Materials, IncAuthorized Signature: 
Bret M. SummensDate: 2/25/2009