

11

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

Request for Quotation

RFQ NUMBER 6612C003 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS 304-558-0468

VENDOR

***709022703 02** 304-296-1751 GREER LIME COMPANY PO BOX 1900

MORGANTOWN WV 26507-1900 SHIP TO

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRIN	TED	TEF	RMS OF SAI	É:	SHIP VIA	F,O.B,	FREIGHT TERMS
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SIGNATURE	Ton!	21		Char	rles Bolyard TELEPHONE 3	304-296-1751	October 17, 2011
Vice P	resider	it F	EIN	34-0)73-7241	ADDRESS CH	ANGES TO BE NOTED ABOVE
WH	IEN RESI	PONDING	TO RFC	, INSER	T NAME AND ADDRESS	IN SPACE ABOVE LA	ABELED 'VENDOR'

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending 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 A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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MORGANTOWN WV 26507-1900

*709022703 02

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 09/28/2011 BID OPENING DATE: BID OPENING TIME 10/19/2011 01:30PM AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE THE "REASONABLE TIME" PERIOD SHALL ORIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) 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 RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. CLAUSE: THE DIRECTOR OF PURCHASING MAY OPEN MARKET AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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Purchasing Division
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DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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	SEALED	BID						
	BUYER:				PAUL	REYNOLDS	FILE 33	
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	<u> </u>		l	SEE RE	l VERSE SIDE FO	R TERMS AND CO	i Nditions	
SIGNATURE						TELEPHONE	DAT	E
TITLE		FI	EIN				ADDRESS CHANG	ES TO BE NOTED ABOVE



DATE PRINTED

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

Request for Quotation

SHIP TO

SHIP VIA

6612C003

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FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS 304-558-0468

*709022703 02 PO BOX 1900 MORGANTOWN WV

304-296-1751 GREER LIME COMPANY

TERMS OF SALE

26507-1900

DIVI	SION	0F	HIGH	WAYS	•
VAF	RIOUS	LO	CALES	AS	INDICATED
BY	ORDER	?			

F.O.B.

	09/28/2011									
BID OPENING DATE:	Lacesconscions	10/19/			80.000000000000000000000000000000000000	BID	OPENING TIME			
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14. <u>B</u>	IDDI	NG SCHEDULE	VENDO	OR NAME: _	Greer Lime C	ompany		
14.	1 Bi	dding F.O.B. <u>Vendor's</u>	Storage Site	e (Items A-V	I)			
a)		DURCE OF MATERIAL location if Sandstone o name and location if SI	r Limestone	ources for w e; dredging o	hich bid pri r pit locatio	ces apply) (e.g., n if Gravel; produ	Quarry uction	/ plant
		Greer Lime Company						
		HC 78, Box 93-A Riverton, WV 26814						
		Tavelton, VV 20014						
b)		EXACT LOCATION OF submitted when bid price Pendleton County Route 5	ce varies be				hedule	e must be
			3					
Contract	<u>tem</u>	Description of Mate	<u>rial</u>	LIMESTO SANDSTO GRAVEL, S	<u>F.O.B. \</u> DNE DNE,	e per Ton Items A Vendor's Storage BLAST FURNACE SLAG		STEEL SLAG
ABCDEFGHIJKL		Class 1 Aggregate Class 2 Aggregate Class 10 Aggregat AASHTO No. 1 Ag AASHTO No. 4 Ag AASHTO No. 467 AASHTO No. 57 A AASHTO No. 67 A AASHTO No. 7 Ag AASHTO No. 8 Ag AASHTO No. 9 Ag	e gregate gregate gregate Aggregate ggregate ggregate gregate gregate	\$8.50 \$8.50 \$10.50 \$10.50			-	
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Stone for Gabions

Modified Abrasives

Fine Aggregate Standard Abrasives

Riprap

Shot Rock

BIDDING SCHEDULE (Co	intinued)
----------------------	-----------

VENDOR NAME: Greer Lime Company

14.1 Bidding F.O.B. <u>Vendor's Storage Site</u> (Items A-W) (Continued)

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

		LIMESTONE	BLAST	
0 1 1 1 1	Daniel III.	SANDSTONE,	FURNACE	STEEL
Contract Item	Description of Material	GRAVEL, SAND	SLAG	SLAG
S	AASHTO No. 8 Modified	\$10.50		v
Ţ	AASHTO No. 9 Modified	·		-
U V	Pea Gravel No. 11 Limestone Abrasives	-		
W	Quarry Waste			
X	Haul by Vendor (Items A-W E	xcept for Items Q and	R):	-
	@ <u>2.20</u> \$ for Fin	rst Ton-Mile		
	@ 0.22 \$ for Ea	ach Additional Ton Mile	9	
Υ	Haul by Vendor (Items R and/	or Q only):		
	@\$ for Fii @\$ for Ea	rst Ton-Mile		
	@ \$ for Ea	ach Additional Ton-Mile	е	
		Bid Price	e per Ton Item AA	
Contract Item	Description of Material		ndor's Storage Site	
	01-1 (0 N-(- 4)			
AA	Cinders (See Note 1.)	-		
Note '	1: Bid price shall include cost of V	endor Loading Departi	ment trucks.	
c)	SOURCE OF MATERIAL Name a	and Location of plant v	which produces materi	al for Item AA:
d)	EXACT LOCATION OF VENDO	R'S STORAGE SITE	(S) for Item AA.	A separate bid
,	schedule must be submitted when	i bid price varies betwe	een Vendors' storage	sites.
	S			

DISTRICT FIVE

6612C003

VENDOR NAME Greer Lime Company

LIMESTONE SANDSTONE SAND	Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
A Class 1 3000 Martinsburg					SANDSTONE FURNACE STEEL
B Class 2 3000 Martinsburg	Α	Class 1	3000	Martinsburg	0101722, 07112
C Class 10 1000 Martinsburg					
E No. 3					
H No. 57 3500 Martinsburg					
J No. 7 3000 Martinsburg				•	
L No. 9					
M Gabion Stone 500 Martinsburg				5-5	
N Fine Aggregate 500 Martinsburg					
O Standard Abr. 4500 Martinsburg					
P Modified Abr. 4500 Martinsburg					
Q Riprap 500 Martinsburg R Shot Rock 2000 Martinsburg		Modified Abr.	4500		
R Shot Rock 2000 Martinsburg S No. 8 Modified 5000 Martinsburg S No. 9 Modified 1000 Martinsburg S No. 9 Modified 1000 Martinsburg S No. 9 Modified 1000 Martinsburg S No. 9 Modified S No. 9 Modified		Riprap	500		
S No. 8 Modified			2000		
T No. 9 Modified		No. 8 Modified			
Martinsburg		No. 9 Modified	1000		
A Class 1 3500 Petersburg \$9.99		Quarry Waste	500		
B		GRAN	IT COUNTY		
C Class 10 1000 Petersburg E No. 3 500 Petersburg J No. 7 2500 Petersburg K No. 8 2500 Petersburg M Gabion Stone 500 Petersburg O Standard Abr. 2000 Petersburg P Modified Abr. 2000 Petersburg R Shot Rock 2000 Petersburg R Shot Rock 2000 Petersburg S No. 8 Modified 3000 Petersburg W Quarry Waste 500 Mt. Storm B Class 1 3500 Mt. Storm \$13.24 B Class 2 3500 Mt. Storm \$13.24 J <	Α				
E No. 3					\$9.99
J No. 7 2500 Petersburg					
K No. 8 2500 Petersburg \$12.99 M Gabion Stone 500 Petersburg \$12.99 O Standard Abr. 2000 Petersburg \$12.99 P Modified Abr. 2000 Petersburg \$12.99 Q Riprap 500 Petersburg \$12.99 R Shot Rock 2000 Petersburg \$12.99 T No. 9 Modified 750 Petersburg \$12.99 T No. 9 Modified 750 Petersburg \$12.99 W Quarry Waste 500 Petersburg W Quarry Waste 500 Petersburg W Quarry Waste 500 Mt. Storm S Class 1 3500 Mt. Storm \$13.24 B Class 2 3500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm K No. 8 1000					
M Gabion Stone 500 Petersburg \$12.99 O Standard Abr. 2000 Petersburg \$12.99 P Modified Abr. 2000 Petersburg \$12.99 Q Riprap 500 Petersburg \$12.99 R Shot Rock 2000 Petersburg \$12.99 S No. 8 Modified 3000 Petersburg W Quarry Waste 500 Petersburg W Quarry Waste 500 Petersburg GRANT COUNTY A Class 1 3500 Mt. Storm \$13.24 B Class 2 3500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm J No. 8 1000 Mt. Storm O Standard Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm R Shot Rock 2000 <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>					
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P Modified Abr. 2000 Petersburg \$12.99 Q Riprap 500 Petersburg R Shot Rock 2000 Petersburg S No. 8 Modified 3000 Petersburg T No. 9 Modified 750 Petersburg W Quarry Waste 500 Petersburg **The Company of the Company of th					\$12.99
Q Riprap 500 Petersburg R Shot Rock 2000 Petersburg S No. 8 Modified 3000 Petersburg T No. 9 Modified 750 Petersburg W Quarry Waste 500 Petersburg A Class 1 B Class 1 S Class 2 S 500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm K No. 8 1000 Mt. Storm O Standard Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm S No. 8 Modified Mt. Storm \$16.99 Mt. Storm \$16.90 Mt. Storm \$16				_	210.00
R Shot Rock 2000 Petersburg \$12.99 S No. 8 Modified 3000 Petersburg \$12.99 T No. 9 Modified 750 Petersburg W Quarry Waste 500 Petersburg GRANT COUNTY A Class 1 3500 Mt. Storm B Class 2 3500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm K No. 8 1000 Mt. Storm O Standard Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm Q Riprap 500 Mt. Storm R Shot Rock 2000 Mt. Storm S No. 8 Modified 3000 Mt. Storm \$16.99		71.012.00 (GEOGRAPHICA)			\$12.99
S No. 8 Modified 3000 Petersburg \$12.99 T No. 9 Modified 750 Petersburg W Quarry Waste 500 Petersburg **Bull Company of the company of t					
T No. 9 Modified 750 Petersburg W Quarry Waste 500 Petersburg GRANT COUNTY A Class 1 3500 Mt. Storm \$13.24 \$13.24 B Class 2 3500 Mt. Storm \$13.24 \$13.24 C Class 10 1000 Mt. Storm \$13.24 \$13.24 J No. 7 2500 Mt. Storm \$13.24 \$13.24 J No. 8 1000 Mt. Storm \$13.24 \$13.24 \$13.24 J No. 8 1000 Mt. Storm \$13.24 <t< td=""><td></td><td></td><td></td><td></td><td>040.00</td></t<>					040.00
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A Class 1 3500 Mt. Storm \$13.24					
A Class 1 3500 Mt. Storm \$13.24 B Class 2 3500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm K No. 8 1000 Mt. Storm O Standard Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm Q Riprap 500 Mt. Storm R Shot Rock 2000 Mt. Storm S No. 8 Modified 3000 Mt. Storm \$16.99	VV	Quarry vvaste	500	Petersburg	
B Class 2 3500 Mt. Storm \$13.24 C Class 10 1000 Mt. Storm J No. 7 2500 Mt. Storm K No. 8 1000 Mt. Storm O Standard Abr. 2000 Mt. Storm P Modified Abr. 2000 Mt. Storm Q Riprap 500 Mt. Storm R Shot Rock 2000 Mt. Storm S No. 8 Modified 3000 Mt. Storm \$16.99		GRAN	IT COUNTY		
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P Modified Abr. 2000 Mt. Storm \$16.99 Q Riprap 500 Mt. Storm R Shot Rock 2000 Mt. Storm S No. 8 Modified 3000 Mt. Storm \$16.99					
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R Shot Rock 2000 Mt. Storm S No. 8 Modified 3000 Mt. Storm \$16.99					¥10.00
S No. 8 Modified 3000 Mt. Storm \$16.99					
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	T	No. 9 Modified	250	Mt. Storm	, , , , ,

DISTRICT FIVE

6612C003

VENDOR NAME Greer Lime Company

	egate (TONS)	Storage Site		Storage Site	
			LIMESTONE	BLAST	
	HARDY COUNTY		SANDSTONE	FURNACE	STEEL
		- A.	GRAVEL, SAND	SLAG	SLAG
A Class 1	1000	Baker	\$14.24		
B Class 2	2500	Baker	\$14.24		
C Class 10	1000	Baker			
E No. 3	100	Baker			
H No. 57	500	Baker			
J No. 7	2500	Baker	-10		
L No. 9	1500	Baker	047.00		
M Gabion S		Baker	\$17.99		
O Standard		Baker	647.00		
P Modified		Baker	\$17.99		
Q Riprap	500	Baker			
R Shot Ro		Baker	617.00		
S No. 8 Mo	dified 4000	Baker	\$17.99		
	HARDY COUNTY				
A Class 1	1000	Moorefield	\$13.24		
B Class 2	2000	Moorefield	\$13.24		
C Class 10		Moorefield	¥ 13.2 /		
E No. 3	500	Moorefield			
H No. 57	500	Moorefield			
J No. 7	2000	Moorefield			
L No. 9	1500	Moorefield			
M Gabion S		Moorefield	\$16.24		
O Standard		Moorefield	20		
P Modified		Moorefield	\$16.24		
Q Riprap	500	Moorefield			
R Shot Ro	k 500	Moorefield			
S No. 8 Mo	dified 2000	Moorefield	\$16.24		
W Quarry V	Vaste 500	Moorefield			
252	EFFERSON COUNTY				
A Class 1	4000	Charles Town			
B Class 2	4000	Charles Town			
C Class 10	1000	Charles Town			
E No. 3	1000	Charles Town			
H No. 57	1000	Charles Town			
J No. 7	3000	Charles Town			
M Gabion	Stone 1500	Charles Town			
O Standare	l Abr. 1500	Charles Town			
P Modified	Abr. 1500	Charles Town			
Q Riprap	1500	Charles Town			
R Shot Ro		Charles Town			
S No. 8 Mo	dified 4000	Charles Town			
T No. 9 Mo	odified 2000	Charles Town			
W Quarry \	Vaste 500	Charles Town			

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DISTRICT FIVE

6612C003

VENDOR NAMI Greer Lime company

MINERAL COUNTY	Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F. DOH Storage Sit	
A Class 1 1500 Short Gap B Class 2 1000 Short Gap C Class 10 1000 Short Gap J No. 7 1000 Short Gap M Gabion Stone 500 Short Gap O Standard Abr. 1500 Short Gap R Shot Rock 500 Short Gap S No. 8 Modified Abr. 500 Short Gap R Shot Rock 500 Short Gap S No. 8 Modified Short Gap R Shot Rock 500 Short Gap S No. 8 Modified S		MINERA	AL COUNTY		SANDSTONE FURNAC	CE STEEL
B	۸	Class 1	1500	Short Can	GRAVEL, SAND SLAG	SLAG
C Class 10 1000 Short Gap J No. 7 1000 Short Gap K No. 8 1000 Short Gap M Gabion Stone 500 Short Gap O Standard Abr. 1500 Short Gap P Modified Abr. 1500 Short Gap R Shot Rock 500 Short Gap R Shot Rock 500 Short Gap S No. 8 Modified 1500 Short Gap C Class 1 1500 Skyline B Class 2 2000 Skyline G C Class 10 1000 Skyline J No. 7 1500 Skyline J No. 7 1500 Skyline M Gabion Stone 500 Skyline M Gabion Stone 500 Skyline P Modified Abr. 2000 Skyline Q Riprap 500 Skyline R Shot Rock 500 Skyline R Shot Rock 500 Skyline S No. 8 Modified 1500 Skyline R Shot Rock 500 Skyline R Shot Rock 500 Skyline R Shot Rock 500 Skyline S No. 8 Modified 1500 Skyline R Shot Rock 500 Skyline S No. 8 Modified 1500 Skyline R Shot Rock 500 Skyline R Shot Rock 500 Skyline R Shot Rock 500 Skyline S No. 8 Modified 1500 Skyline R Shot Rock 500 Skyline S No. 8 Modified 1500 New Creek R No. 8 3000 New Creek L No. 9 Soon New Creek L No. 9 Soon New Creek L No. 9 Soon New Creek R Shot Rock 500 New Creek						
J No. 7						
K No. 8				1800 Hannin - 1800 Ha		
M				1999 man an - 1990 an 180		
O Standard Abr. 1500 Short Gap P Modified Abr. 1500 Short Gap Q Riprap 500 Short Gap S No. 8 Modified 1500 Short Gap MINERAL COUNTY A Class 1 1500 Skyline B Class 2 2000 Skyline J No. 7 1500 Skyline M Gabion Stone 500 Skyline G Standard Abr. 2000 Skyline S Standard Abr. 2000 Skyline S Shot Rock 500 Skyline M Gabion Stone 500 Skyline D Standard Abr. 2000 Skyline S No. 8 Modified 1500 Skyline S No. 8 Modified Short Skyline M Shot Rock 500 Skyline S No. 8 Modified Short Short Skyline S No. 8 Modified Short Skyline S No. 8 Modified Short Shor				PART MANAGEMENT		
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R Shot Rock 500 Short Gap Short Gap Shot Rock 500 Short Gap Shot Rock 500 Short Gap Short Gap Shot Rock Short Gap Short						
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J No. 7					\$14.49	
K No. 8 1000 Skyline \$17.24 M Gabion Stone 500 Skyline \$17.24 O Standard Abr. 2000 Skyline \$17.24 P Modified Abr. 2000 Skyline \$17.24 Q Riprap 500 Skyline \$17.24 S No. 8 Modified 1500 Skyline \$17.24 MINERAL COUNTY A Class 1 1000 New Creek \$14.49 \$14.49 B Class 2 2000 New Creek \$14.49 \$14.49 C Class 10 1000 New Creek \$14.49 \$14.49 E No. 3 1000 New Creek \$14.49 \$14.49 J No. 7 3500 New Creek \$14.49 \$14.49 J No. 7 3500 New Creek \$14.49 \$14.49 J No. 8 3000 New Creek \$14.49 \$14.49 \$14.49 \$14.49						
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S No. 8 Modified 1500 Skyline \$17.24		F0 1970				
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T No. 9 Modified 1500 New Creek					\$17.24	
	W	Quarry Waste	500	New Creek		

			900
			5.40.

DISTRICT EIGHT

6612C003

VENDOR NAMI Greer Lime Company

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site			(\$/Ton) F.O.B Storage Site	
		a			LIMESTONE	BLAST	
	<u>PENDI</u>	ETON COUN	<u>ΓΥ</u>		SANDSTONE	FURNACE	STEEL
•				G	RAVEL, SAND	SLAG	SLAG
	Class 1	2500	Franklin - US 220N	-	\$12.24		
	Class 2	2700	Franklin - US 220N		\$12.24		
	No. 1	1000	Franklin - US 220N				
	No. 57	1000	Franklin - US 220N	-	010.00	-	
	No. 67	1000	Franklin - US 220N	_	\$13.86		
	No. 8	950	Franklin - US 220N	_			
	No. 9	2000	Franklin - US 220N	-	644.00		
	Gabion Stone Standard Abr.	135	Franklin - US 220N	-	\$14.36		
	Modified Abr.	2400	Franklin - US 220N Franklin - US 220N		614.26		
Р	woalled Apr.	4400	Franklin - US 220N	L	\$14.36		
А	PENDI Class 1	<u>ETON COUN</u> 275	<u>ry</u> Franklin - US 220S		\$14.62		
В	Class 2	1160	Franklin - US 220S		\$14.62		
	No. 1	1000	Franklin - US 220S				
	No. 57	500	Franklin - US 220S				
	No. 67	500	Franklin - US 220S		\$18.49		
	No. 8	700	Franklin - US 220S				
	No. 9	2000	Franklin - US 220S				
	Gabion Stone	500	Franklin - US 220S		\$22.24		
	Standard Abr.	2400	Franklin - US 220S				
Р	Modified Abr.	1300	Franklin - US 220S		\$18.49		
	PENDI	ETON COUN	<u>ΓΥ</u>				
Α	Class 1	1000	Judy Gap		\$13.39		
	Class 2	1000	Judy Gap		\$13.39		
	No. 67	500	Judy Gap		\$15.29		
	No. 8	1000	Judy Gap				
	No. 9	1000	Judy Gap				
	Abrasives	4000	Judy Gap				
Р	Modified Abr.	3300	Judy Gap		\$15.79		

14. BIDDING SCHEDULE **DISTRICT EIGHT 6612C003**

VENDOR NAME Greer Lime Company

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	ı	DOH	(\$/Ton) F.O.I Storage Site	3.
	DENIDI E	TON COUNTY			LIMESTONE SANDSTONE	BLAST FURNACE	STEEL
	FLINDLL	TON COUNTY			GRAVEL, SAND	SLAG	SLAG
Α	Class 1	1000	Onego		\$14.34		
В	Class 2	1000	Onego		\$14.34		
1	No. 67	500	Onego		\$18.39		
K	No. 8	1000	Onego				
L	No. 9	1000	Onego				
0	Abrasives	3000	Onego				
P	Modified Abr.	2200	Onego		\$15.14		
	#	TON COUNTY	Page 1	η	045.01		
A	Class 1	1000	Brandywine	l.	\$15.34 \$15.34		
В	Class 2 No. 67	450 500	Brandywine		\$17.24		
l K	No. 8	1000	Brandywine		\$17.24		
L	No. 9	1000	Brandywine Brandywine				
0	Standard Abr.	2000	Brandywine				
P	Modified Abr.	1600	Brandywine		\$16.94		
•			2.4	(1)	Ţ.,		
	POCAHO	NTAS COUNTY	<u>(</u>				
Α	Class 1	3000	Marlington	l.			
В	Class 2	5000	Marlington				
1	No. 67	1000	Marlington				
K	No. 8	6000	Marlington				
L	No. 9	1000	Marlington				
0	Standard Abr.	2000	Marlington				
Р	Modified Abr.	3000	Marlington				
	POCAHO	NTAS COUNTY	<u>′</u>				
Α	Class 1	1500	Green Bank		\$12.98		
В	Class 2	2500	Green Bank		\$12.98		
ì	No. 67	300	Green Bank		\$16.52		
ĸ	No. 8	2000	Green Bank		ψ10.0Z		
Ĺ	No. 9	500	Green Bank				
Ö	Standard Abr.	2000	Green Bank				
P	Modified Abr.	1500	Green Bank		\$16.73		
-							

14. BIDDING SCHEDULE DISTRICT EIGHT

6612C003

VENDOR NAME Greer Lime Company

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site			(\$/Ton) F.O.E Storage Site	3.
					LIMESTONE	BLAST	
	<u>POCAHOI</u>	NTAS COUNTY			SANDSTONE	FURNACE	STEEL
Α	Class 1	1500	Hillsboro		GRAVEL, SAND	SLAG	SLAG
В	Class 2	5000	Hillsboro				
I	No. 67	1000	Hillsboro				
Ĺ	No. 9	1000	Hillsboro				
Ö	Standard Abr.	1000	Hillsboro				
O	Otandard Abr.	1000	Tillisboro	,			
	<u>POCAHOI</u>	NTAS COUNTY					
Α	Class 1	1500	Thornwood	1	\$14.13		
В	Class 2	1000	Thornwood		\$14.13		
K	No. 8	1000	Thornwood				
0	Standard Abr.	2000	Thornwood				
Р	Modified Abr.	4000	Thornwood		\$17.24		
	POCAHOI	NTAS COUNTY					
В	Class 2	1000	Linwood				
K	No. 8	1000	Linwood				
L	No. 9	500	Linwood				
0	Standard Abr.	2500	Linwood				
Р	Modified Abr.	2500	Linwood				
	POCAHO	NTAS COUNTY					
	NIX X			1		1	
	No. 67	300	Seebert				
K	No. 8	2000	Seebert				
0	Standard Abr.	4000	Seebert				
Р	Modified Abr.	4000	Seebert				
	RANDO	LPH COUNTY					
Α	Class 1	500	Coalton	1	1		
В	Class 2	500	Coalton				
Ĭ	No. 67	500	Coalton				
ĸ	No. 8	3000	Coalton				
L	No. 9	2000	Coalton				
_	110. 0	2000	Joanon				

DISTRICT EIGHT

6612C003

VENDOR NAME Greer Lime Company

Contract Item	Description of Aggregate		Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
Į.	Ī	RANDOLPH COUN	NTY	LIMESTONE BLAST SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
Α	Class 1	1000	Mill Creek	
В	Class 2	1000	Mill Creek	
Ţ	No. 67	500	Mill Creek	
K	No. 8	5000	Mill Creek	
L	No. 9	500	Mill Creek	
	<u> 1</u>	RANDOLPH COUN	<u>NTY</u>	
Α	Class 1	1500	Pickens	
В	Class 2	1500	Pickens	
I	No. 67	1000	Pickens	
K	No. 8	2000	Pickens	
	<u> </u>	RANDOLPH COUN	NTY	
Α	Class 1	1000	Elkins	
В	Class 2	1000	Elkins	
1	No. 67	500	Elkins	
K	No. 8	3500	Elkins	
L	No. 9	6000	Elkins	
	<u> </u>	RANDOLPH COUN	NTY	
Α	Class 1	100	Harman	\$12.29
В	Class 2	1000	Harman	\$12.19
1	No. 67	500	Harman	\$13.59
K	No. 8	4000	Harman	
	Ī	RANDOLPH COUN	NTY	
Α	Class 1	1000	Valley Head	
В	Class 2	1000	Valley Head	
1	No. 67	1000	Valley Head	
K	No. 8	3500	Valley Head	
	<u>i</u>	RANDOLPH COUN	NTY	
٨	Class 1	1000	Cor U Hoodarta 119 240	
A L	No. 9		Cor. H Headqrts - US 219 Cor. H Headqrts - US 219	
L	NO. 8	1500	Cor. In Headquis - US 219	



VEZDOR

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

RFQ NUMBER 6612C003

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS 304-558-0468

*709022703 02 304-296-1751 GREER LIME COMPANY PO BOX 1900

MORGANTOWN WV 26507-1900

DIVISION OF HIGHWAYS SHIP VARIOUS LOCALES AS INDICATED BY ORDER Ğ

DATE PRIN	TED	TERMS OF SA	E	SHIP V	IA .	F.O.B.	FREIGHT TERMS
10/11/							
BID OPENING DATE:	10	/19/2011	Lanconstant		BID	OPENING TIME	01:30PM
LINE	QUANTITY	/ UOP	CAT. NO.	ITEM NUM	IBER	UNIT PRICE	AMOUNT
	1		I	ION OF PA	GES 17	AND 18 TO WES	ST
					NS 10/1	9/11 @1:30 P	. M .
	NO OTHER	CHANGES					
0001	STONE AN	EA D AGGREGA		770-06	2		
	*****	THIS IS T	HE EN	D OF RFQ	6612C	003 ***** TO	OTAL:
		1					
			SEE REV	VERSE SIDE FOR T	ERMS AND CO	NDITIONS	
SIGNATURE	K(2.1)	_ /			TELEPHONE	04-296-1751	DATE Octobon 17 2011
TITLE Vice	President	FEIN		es Bolyard 3-7241	3		October 17, 2011
		NINO TO DEC					ADELED WENDOD!

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).

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately 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. X_	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
require against or dedu	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authorize the req deeme	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder	
Date:	October 17, 2011 Charles Bolyard Vice President
*Check	any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No	6612C003
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

Vendor's Name: Green Lime Company Authorized Signature: Vice President Date: October 17, 2011 State of _____ West Virginia County of ____ Monongalia ____, to-wit: Taken, subscribed, and sworn to before me this 17thday of _____ October ____ 20 11 My Commission expires ______ 20 ____ NOTORY PUBLIC ______ NOTORY PUBLIC ______ AFFIX SEAL HERE



WITNESS THE FOLLOWING SIGNATURE