



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
6612C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

V E N D O R	*709033011      301-478-2400
	ALLEGANY AGGREGATES INC
	PO BOX 127
	CUMBERLAND MD 21502

S H I P T O	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED
	BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2012				

BID OPENING DATE: 02/08/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
				CRUSHED STONE AND AGGREGATE		
				OPEN END CONTRACT		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS 1 THRU 10 PER THE ATTACHED SPECIFICATIONS, AND SUPPLY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO SUPPLY CINDERS FOR DISTRICTS 1, 3, 4, 6 AND 7, PER THE ATTACHED SPECIFICATIONS.		
				TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.		
				DEADLINE FOR TECHNICAL QUESTIONS IS 01/26/12 AT THE CLOSE OF BUSINESS.		
				ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.		
				VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.		

RECEIVED  
 2012 FEB 14 AM 10:21  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	301-777-1777	Feb 13, 2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	02-1641964		

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

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

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

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

### INSTRUCTIONS TO BIDDERS

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



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 Department of Administration  
 Purchasing Division  
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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ALAN CUMMINGS**  
**304-558-2402**

VENDOR

\*709033011      301-478-2400  
**ALLEGANY AGGREGATES INC**  
**PO BOX 127**  
  
**CUMBERLAND MD 21502**

SHIP TO

**DIVISION OF HIGHWAYS**  
**VARIOUS LOCALES AS INDICATED**  
**BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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BID OPENING DATE: **02/08/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED 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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>301-777-1777</b>	DATE <b>FEB 13, 2012</b>
TITLE <i>Vice President</i>	FEIN <b>52-1641964</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**304-558-2402**

**VENDOR**  
 \*709033011      301-478-2400  
**ALLEGANY AGGREGATES INC**  
**PO BOX 127**  
  
**CUMBERLAND MD 21502**

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BID OPENING DATE: **02/08/2012**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>301-711-1777</b>	DATE <b>Feb 13, 2012</b>
TITLE <i>Vice President</i>	FEIN <b>52-1641964</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-777-1777	FEB. 13, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	52-1641964	

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V E N D O R	*709033011	301-478-2400
	ALLEGANY AGGREGATES INC	
	PO BOX 127	
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BUYER: ALAN CUMMINGS - FILE # 33</p> <p>RFQ. NO.: 6612C018</p> <p>BID OPENING DATE: 02/08/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            --- 1-301-478-2717 ---</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            --- J. ROBERT SMITH ---</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>J. Robert Smith</i>	301-777-1777	FEB. 13, 2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	52-1641964		

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

14. BID SCHEDULE

VENDOR NAME: ALLEGANY AGGREGATES, INC.

14.1 Bid F.O.B. Vendor's Storage Site (Items A-W)

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)

SHORT GAP QUARRY, SHORT GAP, WV.  
BEDROCK QUARRY, FLINTSTONE, MD 21530.

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

SHORT GAP QUARRY, BEDROCK QUARRY  
WAXLET ROAD, 21235 NATIONAL PIKE NE  
SHORT GAP, WV., FLINTSTONE MD 21530

Contract Item	Description of Material	Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	8.90		
B	Class 2 Aggregate	8.90		
C	Class 10 Aggregate	8.90		
D	AASHTO #1 Aggregate	12.90		
E	AASHTO #3 Aggregate	12.90		
F	AASHTO #4 Aggregate	12.90		
G	AASHTO #467 Aggregate			
H	AASHTO #57 Aggregate	12.90		
I	AASHTO #67 Aggregate	12.90		
J	AASHTO #7 Aggregate	12.90		
K	AASHTO #8 Aggregate	12.90		
L	AASHTO #9 Aggregate	12.90		
M	Stone for Gabions	14.25		
N	Fine Aggregate	25.00		
O	Standard Abrasives	12.90		
P	Modified Abrasives	13.35		
Q	Riprap	14.00		
R	Shot Rock	13.00		

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

The "Bid Schedule" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

BID SCHEDULE (Continued)

VENDOR NAME: ALLEGANY ABRASIVES, INC.

14.1 Bid F.O.B. Vendor's Storage Site (Items A-W) (Continued)

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE SANDSTONE, GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
S	AASHTO #8 Modified	<u>13.35</u>	_____	_____
T	AASHTO #9 Modified	<u>13.35</u>	_____	_____
U	Pea Gravel	<u>_____</u>	_____	_____
V	#11 Limestone Abrasives	<u>_____</u>	_____	_____
W	Quarry Waste	<u>7.50</u>	_____	_____
X	Haul by Vendor (Items A-W Except for Items Q and R): @ <u>1.90</u> \$ for First Ton-Mile @ <u>.80</u> \$ for Each Additional Ton Mile			
Y	Haul by Vendor (Items R and/or Q only): @ <u>2.50</u> \$ for First Ton-Mile @ <u>.95</u> \$ for Each Additional Ton-Mile			

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

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

c) SOURCE OF MATERIAL Name and Location of plant which produces material for Item AA:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





14. BID SCHEDULE

VENDOR NAME ALLEGANY AGGREGATES INC

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 5

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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HAMPSHIRE COUNTY

A	Class 1	1000	Slanesville
B	Class 2	1500	Slanesville
C	Class 10	1000	Slanesville
J	AASHTO #7	1500	Slanesville
L	AASHTO #9	500	Slanesville
M	Gabion Stone	500	Slanesville
O	Standard Abr.	2000	Slanesville
P	Modified Abr.	2000	Slanesville
Q	Riprap	500	Slanesville
R	Shot Rock	600	Slanesville
S	AASHTO #8M	1500	Slanesville

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
15.75		
15.75		
15.75		
19.25		
19.25		
21.50		
17.25		
17.75		
21.50		
21.00		
17.75		

HAMPSHIRE COUNTY

A	Class 1	2000	Romney
B	Class 2	3000	Romney
C	Class 10	1000	Romney
E	AASHTO #3	1000	Romney
J	AASHTO #7	3000	Romney
K	AASHTO #8	1000	Romney
L	AASHTO #9	1000	Romney
M	Gabion Stone	500	Romney
O	Standard Abr.	3000	Romney
P	Modified Abr.	3000	Romney
Q	Riprap	500	Romney
R	Shot Rock	500	Romney
S	AASHTO #8M	1800	Romney
T	AASHTO #9M	1000	Romney
W	Quarry Waste	500	Romney

13.25		
13.25		
13.25		
17.00		
17.00		
17.00		
16.50		
19.50		
13.50		
14.00		
19.25		
16.00		
16.00		
16.50		
7.50		





14. BID SCHEDULE

VENDOR NAME ALLEGANY AGGREGATES INC.

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 5

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
---------------	--------------------------	---------------------------	------------------------------

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

MORGAN COUNTY

A	Class 1	2000	Berkeley Springs
B	Class 2	2500	Berkeley Springs
C	Class 10	1000	Berkeley Springs
E	AASHTO #3	500	Berkeley Springs
H	AASHTO #57	500	Berkeley Springs
J	AASHTO #7	2500	Berkeley Springs
K	AASHTO #8	2000	Berkeley Springs
O	Standard Abr.	1500	Berkeley Springs
P	Modified Abr.	1500	Berkeley Springs
S	AASHTO #8M	2500	Berkeley Springs
T	AASHTO #9M	750	Berkeley Springs
W	Quarry Waste	500	Berkeley Springs

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
19.00		
19.00		
19.00		
24.50		
24.50		
24.50		
24.50		
20.60		
30.00		
25.00		
24.10		
17.60		

MORGAN COUNTY

A	Class 1	1000	Largent - SR 9
B	Class 2	1000	Largent - SR 9
C	Class 10	1000	Largent - SR 9
J	AASHTO #7	1000	Largent - SR 9
K	AASHTO #8	1000	Largent - SR 9
M	Gabion Stone	500	Largent - SR 9
O	Standard Abr.	1000	Largent - SR 9
P	Modified Abr.	1000	Largent - SR 9
Q	Riprap	500	Largent - SR 9
R	Shot Rock	500	Largent - SR 9
S	AASHTO #8M	1000	Largent - SR 9

18.70		
18.70		
18.70		
20.50		
20.50		
22.00		
19.55		
20.05		
24.00		
24.00		
20.50		

MORGAN COUNTY

B	Class 2	500	Largent - CR 9/14
C	Class 10	1000	Largent - CR 9/14
J	AASHTO #7	500	Largent - CR 9/14
K	AASHTO #8	500	Largent - CR 9/14
M	Gabion Stone	500	Largent - CR 9/14

18.90		
18.90		
20.95		
20.95		
20.25		



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 Department of Administration  
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ALAN CUMMINGS
304-558-2402

\*709033011                      301-478-2400

ALLEGANY AGGREGATES INC  
 PO BOX 127

CUMBERLAND MD 21502

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/18/2012				

BID OPENING DATE: 02/15/2012                      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR STONE AGGREGATE REQUEST FOR QUOTATION TO CHANGE DATE AND TIME OF BID OPENING.						
PREVIOUS BID OPENING DATE & TIME: 02/08/12 1:30 P.M.						
NEW BID OPENING DATE & TIME: 02/15/12 1:30 P.M.						
***** NO OTHER CHANGES *****						
0001	1	EA	750-35	CRUSHED STONE AND AGGREGATE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	301-777-1777	FEB. 13, 2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	52-1641964	

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

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

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

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

---

**INSTRUCTIONS TO BIDDERS**

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



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

# Request for Quotation

RFQ NUMBER  
 6612C018

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 304-558-2402

\*709033011 301-478-2400  
 ALLEGANY AGGREGATES INC  
 PO BOX 127  
 CUMBERLAND MD 21502

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2012				

BID OPENING DATE: 02/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02		
				ADD LIMESTONE ON TO BID SCHEDULES FOR DISTRICT 2		
				BID OPENING AND DATE REMAINS 2/15/12 AT 1:30 P.M.		
				NO OTHER CHANGES		
0001	1	EA		750-35 CRUSHED STONE AND AGGREGATE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-777-1777	DATE Feb. 13, 2012
TITLE <i>[Signature]</i>	FEIN 52-1641964	ADDRESS CHANGES TO BE NOTED ABOVE

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



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14. BID SCHEDULE VENDOR NAME \_\_\_\_\_

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>CABELL COUNTY</u>				
E	AASHTO #3	Limestone 1000	Barboursville	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <u>LIMESTONE</u> <u>ONLY</u> </div>
H	AASHTO #57	Limestone 5000	Barboursville	
I	AASHTO #67	Limestone 500	Barboursville	
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 1500	West Hamlin	<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto;"> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> </div>
H	AASHTO #57	Limestone 2000	West Hamlin	
I	AASHTO #67	Limestone 1000	West Hamlin	
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 2000	Yawkey	<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto;"> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> </div>
H	AASHTO #57	Limestone 1000	Yawkey	
<u>LINCOLN COUNTY</u>				
E	AASHTO #3	Limestone 500	Harts	<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto;"> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> </div>
H	AASHTO #57	Limestone 500	Harts	
<u>LOGAN COUNTY</u>				
D	AASHTO #1	Limestone 1000	Wilkinson	<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto;"> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> </div>
E	AASHTO #3	Limestone 1000	Wilkinson	
H	AASHTO #57	Limestone 1000	Wilkinson	
<u>LOGAN COUNTY</u>				
H	AASHTO #57	Limestone 500	Man	<div style="border: 1px solid black; width: 100px; height: 60px; margin: 0 auto;"> <div style="border-bottom: 1px solid black; width: 90%; margin: 0 auto;"></div> </div>

NOTE: Vendor should type Bid Schedule

14. BID SCHEDULE VENDOR NAME \_\_\_\_\_

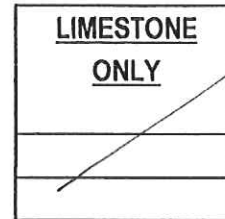
14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 2

6612C018

		Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
Contract Item	Description of Aggregate			

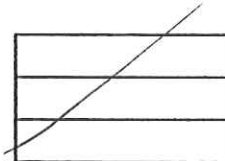
LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Chapmanville Corr. G
E	AASHTO #3	Limestone	500	Chapmanville Corr. G



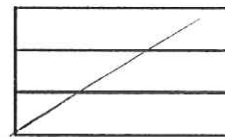
MINGO COUNTY

D	AASHTO #1	Limestone	500	Miller Creek
E	AASHTO #3	Limestone	1000	Miller Creek
H	AASHTO #57	Limestone	1000	Miller Creek



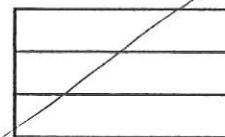
MINGO COUNTY

D	AASHTO #1	Limestone	1000	Gilbert
E	AASHTO #3	Limestone	500	Gilbert
H	AASHTO #57	Limestone	500	Gilbert



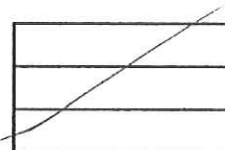
WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Wayne
H	AASHTO #57	Limestone	5000	Wayne
I	AASHTO #67	Limestone	2000	Wayne



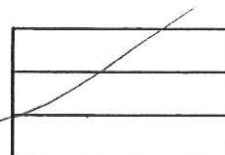
WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Pritchard
H	AASHTO #57	Limestone	2000	Pritchard
I	AASHTO #67	Limestone	2000	Pritchard



WAYNE COUNTY

E	AASHTO #3	Limestone	2000	Crum
H	AASHTO #57	Limestone	2000	Crum
I	AASHTO #67	Limestone	2000	Crum





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
6612C018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

\*709033011 301-478-2400  
 ALLEGANY AGGREGATES INC  
 PO BOX 127  
 CUMBERLAND MD 21502

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/06/2012				
BID OPENING DATE: 02/15/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 03						
ISSUED TO ADD EXCEL FILE BID SCHEDULES WHICH HAD BEEN INADVERTENTLY LEFT OFF THE PURCHASING BULLETIN.						
SEE THE WEST VIRGINIA PURCHASING BULLETIN FOR BID SCHEDULES OR CONTACT ALAN.W.CUMMINGS@WV.GOV						
0001	1	EA		750-35		
CRUSHED STONE AND AGGREGATE						
***** THIS IS THE END OF RFQ 6612C018 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 301-777-1777	DATE Feb. 12, 2012
TITLE Vice President	FEIN 52-1641964	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: 6612C018

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1  .....

NO. 2  .....

NO. 3  .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

[Signature]  
SIGNATURE

Allegany Associates, Inc.  
COMPANY

January 23, 2017  
DATE

February 13, 2017

EXHIBIT 10

REQUISITION NO.: 6612C018

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

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[Handwritten Signature]  
SIGNATURE

Allegany Associates, Inc.  
COMPANY

January 23, 2017  
DATE

RECEIVED

2012 JAN 25 AM 10:11

WV PURCHASING DIVISION

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: ALLEGANY AGGREGATES INC.

Authorized Signature: [Signature] Date: 2/13/12

State of MD

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of February, 2012

My Commission expires March 24, 2015

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]