



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

Request for Quotation

REQ NUMBER
6612C018

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*208103012 540-254-3190
 GMAX QUARRY INC
 77 MAIER FARM RD
 BUCHANAN VA 24066

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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						
<p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO 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.</p> <p>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.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 01/26/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>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.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Vaughn E. Williams</i>	TELEPHONE 540-2543190	DATE 2-13-2012
TITLE <i>Pres</i>	FEN 452401936	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
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Request for Quotation

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ADDRESS CORRESPONDENCE (CALLER/NOTICE)
ALAN CUMMINGS 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

*208103012 540-254-3190
 GMAX QUARRY INC
 77 MAIER FARM RD
 BUCHANAN VA 24066

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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01/12/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>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..</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) ONE (1) YEAR 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rayburn E. Williams</i>	TELEPHONE 540-254-3190	DATE 2-13-2012
TITLE Pres.	FEM 45-2401936	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

*208103012 540-254-3190
 GMAX QUARRY INC
 77 MAIER FARM RD
 BUCHANAN VA 24066

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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
<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>Vaughn E. Wilburn</i>	TELEPHONE 540-2543190	DATE 2-13-2012
TITLE Pres.	FEN 45-240-1936	ADDRESS CHANGES TO BE NOTED ABOVE

WHICH CORRESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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

RFQ COPY

TYPE NAME/ADDRESS HERE

*208103012 540-254-3190
 GMAX QUARRY INC
 77 WATER FARM RD
 BUCHANAN VA 24066

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/12/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 <i>Vaughn E Williams</i>	TELEPHONE 540-2543190	DATE 2-13-2012
TITLE Pres.	FAX 45-2401936	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for
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TYPE NAME/ADDRESS HERE

*208103012 540-254-3190
 GMAX QUARRY INC
 77 MAIER FARM RD
 BUCHANAN, VA 24066

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/12/2012				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: ALAN CUMMINGS - FILE # 33 RFQ. NO.: 6612C018 BID OPENING DATE: 02/08/2012 BID OPENING TIME: 1:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 540 254 3190 CONTACT PERSON (PLEASE PRINT CLEARLY): Vaughn Wilburn 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 THERETO 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE Vaughn E Wilburn	TELEPHONE 540-254-3190	DATE 2-13-2012	
TITLE Pres.	FEIN 45-2401936	ADDRESS CHANGES TO BE NOTED ABOVE	

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

EXHIBIT 10

REQUISITION NO.: 66120018

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.

Vaughn E Wilber
SIGNATURE

H. Map Quarry
COMPANY

2-13-2012
DATE

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 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

WV PURCHASING AGENCY SECTION Request for

304-558-4115 Feb 3 2012 03:48pm

P007/008

Quotation

6612C018

PAGE 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR PROPERTY

* 208103012 540-254-3190
 GMAX QUARRY INC
 77 MAIER FARM RD
 BUCHANAN VA 24066

BUYER'S OFFICE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	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: *Vaughn E Wilbur* TELEPHONE: 540-254-3190 DATE: 2-13-2012

TITLE: *Pres* FEIN: 45-2401936 ADDRESS CHANGES TO BE NOTED ABOVE

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



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

RFQ COPY

VENDOR

GMAX QUARRY INC
 77 MAIER FARM ROAD
 BUCHANAN VA 24066

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
0001	1	EA		750-35		
<p>ADDENDUM NO. 03</p> <p>ISSUED TO ADD EXCEL FILE BID SCHEDULES WHICH HAD BEEN INADVERTENTLY LEFT OFF THE PURCHASING BULLETIN.</p> <p>SEE THE WEST VIRGINIA PURCHASING BULLETIN FOR BID SCHEDULES OR CONTACT ALAN.W.CUMMINGS@WV.GOV</p> <p>***** THIS IS THE END OF RFQ 6612C018 ***** TOTAL:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vaughn E. Allen</i>	TELEPHONE 540-254-3190	DATE 2-13-2012
TITLE <i>Pres.</i>	FEIN 45 240-1936	ADDRESS CHANGES TO BE NOTED ABOVE

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

14. BID SCHEDULE

VENDOR NAME: 21 Max Quarry

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)

Sandstone Quarry

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

ONE Quarry located at Gary West Va exactly 3.5 miles from Gary City Hall

Contract Item	Description of Material	Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site		
		<u>LIMESTONE</u> <u>SANDSTONE</u> GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	_____	_____	_____
B	Class 2 Aggregate	_____	_____	_____
C	Class 10 Aggregate	_____	_____	_____
D	AASHTO #1 Aggregate	_____	_____	_____
E	AASHTO #3 Aggregate	_____	_____	_____
F	AASHTO #4 Aggregate	_____	_____	_____
G	AASHTO #467 Aggregate	_____	_____	_____
H	AASHTO #57 Aggregate	_____	_____	_____
I	AASHTO #67 Aggregate	_____	_____	_____
J	AASHTO #7 Aggregate	_____	_____	_____
K	AASHTO #8 Aggregate	_____	_____	_____
L	AASHTO #9 Aggregate	_____	_____	_____
M	Stone for Gabions	<u>15.00 plus Freight schedule to local</u>	_____	_____
N	Fine Aggregate	_____	_____	_____
O	Standard Abrasives	_____	_____	_____
P	Modified Abrasives	_____	_____	_____
Q	Riprap	<u>16.00 plus Freight schedule to local</u>	_____	_____
R	Shot Rock	_____	_____	_____

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

BID SCHEDULE (Continued) VENDOR NAME: 21 Max Quarry

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

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
S	AASHTO #8 Modified	_____	_____	_____
T	AASHTO #9 Modified	_____	_____	_____
U	Pea Gravel	_____	_____	_____
V	#11 Limestone Abrasives	_____	_____	_____
W *	Quarry Waste <u>available at 6⁰⁰ per Ton plus Freight</u>	_____	_____	_____
X <u>Labion</u>	Haul by Vendor (Items A-W Except for Items Q and R): @ <u>1.00</u> \$ for First Ton-Mile @ <u>20¢</u> \$ for Each Additional Ton Mile	Note: Minimum Haul Rate to any location <u>5⁰⁰ per Ton Total</u>		
Y <u>Shot Rock</u>	Haul by Vendor (Items R and/or Q only): @ <u>2.00</u> \$ for First Ton-Mile @ <u>30¢</u> \$ for Each Additional Ton-Mile	Note: minimum Haul Rate To any Location <u>7⁰⁰ per Ton Total</u>		

Contract Item	Description of Material	Bid Price per Ton Item AA F.O.B. Vendor's Storage Site
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:
N/A

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.
N/A

14. BID SCHEDULE

VENDOR NAME 21 Max Quarry

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 10

6612C018

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

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

MCDOWELL COUNTY

A	Class 1	10000	Havaco
G	AASHTO #467	3000	Havaco
H	AASHTO #57	1000	Havaco
K	AASHTO #8	1000	Havaco
M	Gabion Stone	1500	Havaco
P	Modified Abr.	5000	Havaco
R	Shot Rock	1500	Havaco

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
20.00		
23.00		

MCDOWELL COUNTY

A	Class 1	5000	Raysal
B	Class 2	2000	Raysal
G	AASHTO #467	2000	Raysal
H	AASHTO #57	1000	Raysal
K	AASHTO #8	500	Raysal
M	Gabion Stone	1000	Raysal
P	Modified Abr.	2000	Raysal
R	Shot Rock	1000	Raysal

22.90		
26.80		

MCDOWELL COUNTY

A	Class 1	3000	Yukon
B	Class 2	1000	Yukon
G	AASHTO #467	1000	Yukon
H	AASHTO #57	1000	Yukon
M	Gabion Stone	600	Yukon
P	Modified Abr.	2000	Yukon
R	Shot Rock	800	Yukon

20.90		
25.30		

MCDOWELL COUNTY

A	Class 1	3000	Johnnycake Mountain
B	Class 2	1000	Johnnycake Mountain
G	AASHTO #467	1000	Johnnycake Mountain
H	AASHTO #57	1000	Johnnycake Mountain
M	Gabion Stone	500	Johnnycake Mountain
P	Modified Abr.	2000	Johnnycake Mountain
R	Shot Rock	800	Johnnycake Mountain

21.90		
26.80		

* Includes Freight

14. BID SCHEDULE

VENDOR NAME Is Map Quarry

14.2 Bidding F.O.B. Division's Storage Site - DISTRICT 10

6612C018

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

RALEIGH COUNTY

A	Class 1	7000	Bolt
E	AASHTO #3	1200	Bolt
H	AASHTO #57	2500	Bolt
L	AASHTO #9	3000	Bolt
M	Gabion Stone	600	Bolt

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

RALEIGH COUNTY

A	Class 1	7000	Bragg - I-64
E	AASHTO #3	1200	Bragg - I-64
H	AASHTO #57	300	Bragg - I-64
L	AASHTO #9	10000	Bragg - I-64
M	Gabion Stone	500	Bragg - I-64

WYOMING COUNTY

A	Class 1	3000	Hanover
B	Class 2	1000	Hanover
E	AASHTO #3	1200	Hanover
L	AASHTO #9	10000	Hanover
- R	Shot Rock	1000	Hanover

28,60		

WYOMING COUNTY

A	Class 1	3000	Pineville - Headquarters
B	Class 2	1000	Pineville - Headquarters
H	AASHTO #57	2000	Pineville - Headquarters
L	AASHTO #9	10000	Pineville - Headquarters
- R	Shot Rock	1000	Pineville - Headquarters

26,80		

* Included Freight

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.

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: Alma Quarry

Signed: Vaughn E. Wilburn

Date: 2-13-2012

Title: President

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: GMAX Quarry Inc

Authorized Signature: [Signature] Date: 2-13-2012

State of Virginia

County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 13 day of February, 2012.

My Commission expires July 31, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



