



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

Solicitation

NUMBER
6614C001

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Martin Marietta Materials
 14932 Bottom Road
 Williamsport, MD 21795

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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DATE PRINTED
08/27/2013

BID OPENING DATE: 09/11/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				ISSUED TO ATTACH EXCEL FILE PRICING PAGES TO THE PURCHASING BULLETIN WEBSITE AND TO CHANGE THE BID OPENING DATE/TIME TO 09/11/2013 AT 1:30 P.M.		
0001	1	EA		750-35		
				STONE, AGGREGATE, & CINDER		
				***** THIS IS THE END OF RFQ 6614C001 ***** TOTAL:		

RECEIVED

2013 SEP 10 AM 9:36

WV PURCHASING
 DIVISION

SIGNATURE <i>Timothy B. Boster</i>	TELEPHONE (301) 223-4508	DATE 9-6-2013
TITLE Sales Rep	FEIN 56 1848578	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6614C001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Issued to attach Excel file pricing pages to the Purchasing Bulletin website and to change the bid opening date/time to 09/11/2013 at 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Martin Marietta Materials
Company

Timothy B. Bostice
Authorized Signature

9-6-2013
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Martin Marietta Materials
(Company)

Timothy B. Bostic
(Authorized Signature)

Timothy B. Bostic / Sales Rep
(Representative Name, Title)

(301) 223-4508 (301) 582-2662
(Phone Number) (Fax Number)

9-6-2013
(Date)

REQUEST FOR QUOTATION
6614C001 Stone, Aggregate and Cinders

6.5 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANIOUS:

7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

7.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

7.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Tim Bostic
Telephone Number: (301) 223-4508
Fax Number: (301) 582-2662
Email Address: tim.bostic@martinmarietta.com

A.1

Vendor's Source Information

2013/2014 Fall/Winter #6614C001

Mandatory - Vendor shall complete this schedule and return with bid documents.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel S

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)

Martin Marietta Pinesburg Quarry
14932 Bottom Road - Willaimsport, MD 21795
Limestone - WV Source Code M027I

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

Martin Marietta Materials
14932 Bottom Road - Williamsport, MD 21795

Cinders

c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.

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

A.2

F.O.B. Vendor's Storage Site (Items A-W) 2013/2014 Fall/Winter #6614C001

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site				
Contract Item	Description of Material	Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate	8.35		
B	Class 2 Aggregate	8.35		
C	Class 10 Aggregate	8.35		
D	AASHTO #1 Aggregate	N/B		
E	AASHTO #3 Aggregate	9.25		
F	AASHTO #4 Aggregate	N/B		
G	AASHTO #467 Aggregate	N/B		
H	AASHTO #57 Aggregate	10.45		
I	AASHTO #67 Aggregate	10.45		
J	AASHTO #7 Aggregate	10.50		
K	AASHTO #8 Aggregate	10.50		
L	AASHTO #9 Aggregate	10.50		
M	Stone for Gabions	11.00		
N	Fine Aggregate	11.00		
OA	Limestone Standard Abrasives	9.50		
OB	Sandstone Standard Abrasives	N/B		
PA	Limestone Modified Abrasives	9.50		
PB	Sandstone Modified Abrasives	N/B		
Q	Rip Rap	14.75		
R	Shot Rock	N/B		
S	AASHTO #8 Modified	10.50		
T	AASHTO #9 Modified	10.50		
U	Pea Gravel	N/B		
V	#11 Limestone Abrasives	N/B		
W	Quarry Waste	N/B		
X	Haul by Vendor (Items A-W Except for Items Q and R):			
		\$ for First Ton-Mile		3.25
		\$ for Each Additional Ton-Mile		0.35
Y	Haul by Vendor (Items Q and/or R only):			
		\$ for First Ton-Mile		3.75
		\$ for Each Additional Ton-Mile		0.45
AA	Cinders (include cost of Vendor loading WVDOH trucks)			

A.3

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

2013/2014 Fall/Winter #6614C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BERKELEY COUNTY</u>						
A	Class 1	3000	Martinsburg	12.80		
B	Class 2	3000	Martinsburg	12.80		
C	Class 10	1000	Martinsburg	12.80		
E	AASHTO #3	3000	Martinsburg	13.70		
H	AASHTO #57	3500	Martinsburg	14.70		
J	AASHTO #7	3000	Martinsburg	14.70		
L	AASHTO #9	1000	Martinsburg	14.95		
M	Gabion Stone	500	Martinsburg	15.45		
N	Fine Aggregate	500	Martinsburg	15.45		
OA	Limestone Std Abr.	4500	Martinsburg	13.95		
OB	Sandstone Std Abr.	4500	Martinsburg	N/B		
PA	Limestone Mod Abr.	4500	Martinsburg	13.95		
PB	Sandstone Mod Abr.	4500	Martinsburg	N/B		
Q	Riprap	500	Martinsburg	20.20		
R	Shot Rock	2000	Martinsburg	N/B		
S	AASHTO #8M	5000	Martinsburg	14.95		
T	AASHTO #9M	1000	Martinsburg	14.95		
W	Quarry Waste	500	Martinsburg	N/B		

GRANT COUNTY

A	Class 1	3500	Petersburg			
B	Class 2	3500	Petersburg			
C	Class 10	1000	Petersburg			
E	AASHTO #3	500	Petersburg			
J	AASHTO #7	2500	Petersburg			
K	AASHTO #8	2500	Petersburg			
M	Gabion Stone	500	Petersburg			
OA	Limestone Std Abr.	2000	Petersburg			
OB	Sandstone Std Abr.	2000	Petersburg			
PA	Limestone Mod Abr.	2000	Petersburg			
PB	Sandstone Mod Abr.	2000	Petersburg			
Q	Riprap	500	Petersburg			
R	Shot Rock	2000	Petersburg			
S	AASHTO #8M	3000	Petersburg			
T	AASHTO #9M	750	Petersburg			
W	Quarry Waste	500	Petersburg			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: CA NON-RESIDENT NO. OB22889 J56965-1.MMM-GAXWX-12-13	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Martin Marietta Materials, Inc. Attn: Todd Crump 2710 Wycliff Road P. O. Box 30013 Raleigh, NC 27622	INSURER A: ACE American Insurance Company NAIC # 22667	
	INSURER B: Indemnity Ins Co Of North America NAIC # 43575	
	INSURER C: N/A NAIC # N/A	
	INSURER D: _____	
	INSURER E: _____	

COVERAGES	CERTIFICATE NUMBER: ATL-003207259-01	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDQG27011718	09/30/2012	09/30/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC4712282A(AOS) WLRC47122843(MA)	09/30/2012 09/30/2012	09/30/2013 09/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of West Virginia 2019 Washington Street E. Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Lisa F. Beam <i>Lisa F. Beam</i>
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Martin Marietta Materials

Authorized Signature: [Signature] Date: 9-9-13

State of Maryland

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 9 day of September, 2013

My Commission expires 9-7, 2015

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.