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Sabina, Ohio 45169
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Fax



To: The West Virginia State Purchasing
Division for the Agency, The West Virginia
Division Of Highways

From: Ryan Garrison, Sales Manager

Fax: 1-304-558-3970

Pages: Including cover sheet

Phone:

Date: 07/16/14

Re: Buyer: The West Virginia Division Of
Highways
Solicitation No.: 6615C002
Bid Opening Date: 7/16/14
Bid Opening Time: 1:30 P.M. EST

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

● **Comments:**

CONFIDENTIALITY NOTICE: The information in this transmittal is confidential and intended only for the recipient listed above. If you are neither the intended recipient nor a person responsible for delivering transmittal to the intended recipient, you are hereby notified that any distribution or copying of this transmittal is prohibited. If you received this transmittal in error, please notify us immediately. Thank you.

07/16/14 12:52:28PM
West Virginia Purchasing Division

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.

The Melvin Stone Co., LLC.
(Company)

[Signature]
(Authorized Signature)

Ryan Harrison, Sales Mgr.
(Representative Name, Title)

937-584-2486 937-584-4644
(Phone Number) (Fax Number)

7/16/2014
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6615C002

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.

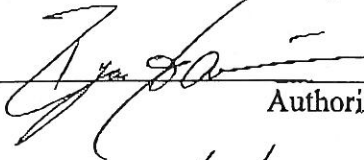
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input 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.



 Company


 Authorized Signature
 7/16/2014

 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
RFQ #6615C002 Stone, Aggregate and Cinders for PICKUP Only

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8. MISCELLANEOUS:

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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: Randy Grooms
Telephone Numbers: 740-998-5016
Fax Number: 740-998-5019
Email Address: Randy.grooms@JrInst.com

Exhibit Pricing Page

VENDOR NAME Melvin Stone

A.1

Vendor's Source Information

2014/2015 Fall/Winter #6615C002

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)

The Melvin Stone Co., LLC - Oak Hill (Limestone)
501 Roscoe rd
Oak Hill, OH 45651

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

The Melvin Stone Co., LLC - Oak Hill
501 Roscoe rd
Oak Hill, OH 45651

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.

Exhibit Pricing Page
A.2

VENDOR NAME Melvin Stone

F.O.B. Vendor's Storage Site (Items A-W) 2014/2015 Fall/Winter #6615C002
If the Vendor chooses to provide pickup pricing to the WVD0H, please complete the schedule below which shall include the loading of WVD0H trucks by the Vendor.

Bid Price per Ton Items A-W and AA 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	14.50		
B	Class 2 Aggregate	14.50		
C	Class 10 Aggregate	14.50		
D	AASHTO #1 Aggregate			
E	AASHTO #3 Aggregate			
F	AASHTO #4 Aggregate	15.00		
G	AASHTO #467 Aggregate			
H	AASHTO #57 Aggregate	112.00		
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate	112.00		
L	AASHTO #9 Aggregate	112.00		
M	Stone for Gabions			
N	Fine Aggregate	14.00		
OA	Limestone Standard Abrasives			
OB	Sandstone Standard Abrasives			
PA	Limestone Modified Abrasives			
PB	Sandstone Modified Abrasives			
Q	Rip Rap			
R	Shot Rock			
S	AASHTO #8 Modified			
T	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Quarry Waste			
AA	Cinders			

RFQ No. 66150002

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: The Melvin Stone Co., LLC

Authorized Signature: [Signature] Date: 7/16/14

State of Ohio

County of Clermont, to-wit:

Taken, subscribed, and sworn to before me this 16th day of July, 2014.

My Commission expires Feb 28, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Janet M. Luschek

Janet M. Luschek
Notary Public, State of Ohio
My Commission Expires: Feb. 28, 2017
Recorded in Highland County
Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.