



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 - Highways

Proc Folder: 512930

Doc Description: STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-07	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	1

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON
US

WV 25305

RECEIVED

2018 NOV 20 AM 9:16

WV PURCHASING
DIVISION

VENDOR

Vendor Name, Address and Telephone Number:

LETART CORPORATION
P.O. Box 69, 10298 Huntington Road
GALLIPOLIS FERRY, WV 25515
304-675-7516

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN # 31-1349675

DATE 11/19/18

All offers subject to all terms and conditions contained in this solicitation

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS FOR PICK UP BY WV DOH PER THE ATTACHED DOCUMENTS.

SHIP TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-11-13

DOT1900000039	Document Phase Final	Document Description STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 - Highways

Proc Folder: 512930

Doc Description: ADDENDUM 1 STONE AGGREGATE CINDERS 2019 MAT & P/U BY DOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-09	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	2

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

Vendor Name, Address and Telephone Number:

LETART CORPORATION
P.O. Box 69, 10298 Huntington Road
GALLIPOLIS FERRY, WV 25515-0069
304-675-7516

FOR INFORMATION CONTACT THE BUYER

Crystal Rink

(304) 558-2402

crystal.g.rink@wv.gov

Signature X

FEIN # 31-1349675

DATE 11/19/18

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :
STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	QUESTION DEADLINE 10AM EST	2018-11-13

DOT1900000039	Document Phase Final	Document Description ADDENDUM 1 STONE AGGREGATE CINDERS 2019 MAT & P/U BY DOH	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 - Highways

Proc Folder: 512930

Doc Description: ADDENDUM 2 STONE AGGREGATE CINDERS 2019 MAT & P/U BY DOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	3

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

LETART CORPORATION
P.O. Box 69, 10298 Huntington Road
GALLIPOLIS FERRY, WV 25515-0069
304-675-7516

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN # 31-1349675

DATE 11/19/18

All offers subject to all terms and conditions contained in this solicitation

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV99999	No City WV 99999
US	US

Comm Code	Manufacturer	Specification	Model #
11111600			

**STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM**

Page : 2

ADDITIONAL TERMS AND CONDITIONS

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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 - Highways

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Doc Description: STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-07	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

LETART CORPORATION
P.O. Box 69, 10298 Huntington Road
GALLIPOLIS FERRY, WV 25515-0069
304-675-7516

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN # 31-134-9675

DATE 11/19/18

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS FOR PICK UP BY WV DOH PER THE ATTACHED DOCUMENTS.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City US	No City US
WV99999	WV 99999

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-11-13

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

[Signature]
(Name, Title)

Jon P. Thompson, President
(Printed Name and Title)

P.O. Box 69, Gallipolis Ferry, WV 25515
(Address)

(304) 675-7516 Fax (304) 675-5388
(Phone Number) / (Fax Number)

sandandgravel@zoomnet.net
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

LETART CORPORATION
(Company)

[Signature]
(Authorized Signature) (Representative Name, Title)

Jon P. Thompson, President
(Printed Name and Title of Authorized Representative)

11/19/18
(Date)

(304) 675-7516 Fax (304) 675-5388
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000039

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)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

LETART CORPORATION
Company

[Signature]
Authorized Signature

11/19/18
Date

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

REQUEST FOR QUOTATION
CRFQ DOT1900000039
Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate and Cinders for pick up by West Virginia Division of Highways Forces from the Vendor's Storage Site.

This contract shall be F.O.B. Vendor's Storage Site ONLY, PICKUP by WVDOH forces.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
- 2.2 "Pricing Pages"** means the schedule of prices contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 "AASHTO"** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
- 2.6 "Contractor" or "Vendor"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.7 "Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

**REQUEST FOR QUOTATION
CRFQ DOT1900000039**

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed in Section 3.3 on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2 Specifications The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, 109.20 and 401.9.3. Copies attached.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the 2018 Supplemental) using the Attachment A Standard Specifications Order Form and sent to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

3.3 Materials:

<u>MATERIAL (NOTE1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be

REQUEST FOR QUOTATION
CRFQ DOT1900000039
Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

specified in the Delivery Order. Coarse aggregate on the Pricing Pages is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85–100	85–100
No. 100	0–10	0–4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 9 Modified

REQUEST FOR QUOTATION
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Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40

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Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

No. 100

0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

3.4 Sampling and Testing:

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation - WVDOH Pick-up	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See Note 2 below.

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will

REQUEST FOR QUOTATION

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Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Items OA, OB, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 Acceptance Plan:

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

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Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. In no case, however, shall a sub-lot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

*The WVDOH will make a special evaluation of the material and determine the appropriate action.

In the event the WVDOH picks up a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from this certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity picked up, multiply the percent of non-conforming material contained in the stockpile by the quantity picked up, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity picked up, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

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Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

$$\text{TD} \left(1 - \frac{\text{PQn}}{100\text{Qt}} \right) = \text{AP (price to be paid after adjustment)}$$

WHERE

T = tonnage picked up

P = percent price reduction

D = cost per ton

Qn = quantity of non-conforming sub-lot(s)

Qt = quantity of total stockpile

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity picked up (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage picked up (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage picked up, and so on. Example:

$$(\text{AP1} + \text{AP2}) - \text{TD} = \text{Final price to be paid after adjustments}$$

OR

$$(\text{AP1} + \text{AP2} + \text{AP3}) - 2 \text{ TD} = \text{Final price to be paid after adjustments}$$

WHERE:

AP = price to be paid after initial adjustment for one non-conforming sub-lot determined by the above equation.

T = tonnage picked up

D = cost per ton

In the event material is picked up from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

3.6 Bid Instructions:

Vendors **shall** complete the Exhibit_B Information Attachment Form by providing the Vendor's Source Information. Vendors **may** bid any or all items on the Pricing Page.

3.6.1 Information Attachment Form Vendor's Source Information:

The Vendor **shall** provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as:

REQUEST FOR QUOTATION

CRFQ DOT1900000039

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

- a) Source of Material
- b) Exact Location of Vendor's Storage Site(s).

The Vendor **shall** provide the information requested for Cinders:

- c) Source of Material
- d) Exact Location of Vendor's Storage Site(s), **only if** the Vendor is providing Cinders to the WVDOH on this contract.

Failure to provide the required information **shall** disqualify this Storage Site(s) as a source for the items being bid.

3.6.2 The Exhibit_A Pricing Page shall be F.O.B. Vendor's Storage Site, Contract Items A-W and AA.

3.6.3 Vendor's bid price per Contract Item, shall include the loading of WVDOH trucks by the Vendor.

A Vendor may submit more than one Vendor's Storage Sites information on one Exhibit_B Information Attachment Form ONLY if bid pricing is the SAME for all Storage Sites. A separate bid submission and Information Attachment form MUST be submitted when bid price varies between Vendor's Storage Sites.

Vendor's bid will be **disqualified** if both Exhibit_A Pricing Page AND the Exhibit_B Information Attachment Form is not submitted **with their bid packet.**

4. CONTRACT AWARD:

4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications.

4.2 **Pricing Pages:** Vendor shall complete the Pricing Pages per instructions in section 3.6, Bid Instructions.

The Pricing Pages contain a list of the Contract Items F.O.B. Vendor's Storage. There is no anticipated purchase/pickup volume. Pickup from a Vendor's Storage Site is normally only used when delivery is not feasible for a WVDOH project. No future use of the Contract or any individual item is guaranteed or implied.

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ADDITIONAL TERMS AND CONDITIONS

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**REQUEST FOR QUOTATION
CRFQ DOT1900000039**

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

Vendor should electronically enter the information into the Pricing Pages, through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Rink@wv.gov.

- 4.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2018 Pickup Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors from the 2018 Pickup Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2018 Pickup Contracts should be held open by the District or the Vendor longer than ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 5. DETERMINING LOW BID PER PICKUP:** Methodology used to determine the low bid Vendor per pickup, the WVDOH District Engineer will calculate the lowest overall total cost of the price of material, Item A through W and Item AA plus a haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional ton-mile.

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION

CRFQ DOT1900000039

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. RETURN:

- 7.1 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.2 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.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
CRFQ DOT1900000039
Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY (6619C021)

- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.
9. **MISCELLANEOUS:**
- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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: Jon P. Thompson
Telephone Numbers: (304) 675-7516
Fax Number: (304) 675-5388
Email Address: sand and gravel @ zoomnet.net

REV 11-08-2018

Material and pick up by WVDOH forces from the Vendor's Storage Site, ONLY.

			Bid Price per Ton Items A-W, Z 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		\$ 23.31		
B	Class 2 Aggregate				
C	Class 10 Aggregate				
D	AASHTO #1 Aggregate		\$ 23.60		
E	AASHTO #3 Aggregate				
F	AASHTO #4 Aggregate		\$ 24.49		
G	AASHTO #467 Aggregate				
H	AASHTO #57 Aggregate		\$ 25.43		
I	AASHTO #67 Aggregate				
J	AASHTO #7 Aggregate				
K	AASHTO #8 Aggregate		\$ 28.32		
L	AASHTO #9 Aggregate				
M	Stone for Gabions		\$ 29.32		
N	Fine Aggregate		\$ 7.50		
OA	Limestone Standard Abrasives				
OB	Sandstone Standard Abrasives				
PA	Limestone Modified Abrasives		\$ 23.60		
PB	Sandstone Modified Abrasives				
Q	Rip Rap				
R	Shot Rock				
S	AASHTO #8 Modified				
T	AASHTO #9 Modified				
U	Pea Gravel		\$ 8.50		
V	#11 Limestone Abrasives				
W	Quarry Waste				
Z	Imbricated Stone				
AA	Cinders				

[illegible]

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: LETART CORPORATION Address: P.O. Box 69, 10298 Huntington Rd
GALLIPOLIS FERRY, WV 25515

Name of Authorized Agent: JAN P. THOMPSON Address: P.O. Box 69 Gallipolis Ferry WV 25515

Contract Number: 512930
CRFR 0803 DOT 1900000039 Contract Description: STONE Aggregates Cinders, 2019
MATERIAL & Pickup by WVDOT

Governmental agency awarding contract: WVDOT

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

JAN P. THOMPSON, Emmett R. Thompson, Dwight D. Thompson

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 11/19/18

Notary Verification

State of WV, County of Mason:

I, [Signature], the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 19 day of November, 2018

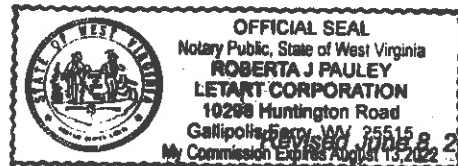
Roberta J. Pauley
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: LETART CORPORATION

Authorized Signature: [Signature]

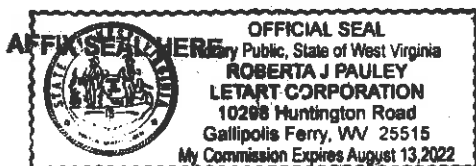
Date: 11/19/18

State of WV

County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 19 day of November, 2018.

My Commission expires August 13, 2022.



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2018

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		CONTACT NAME:	
JON W PARRACK II		PHONE (A/C, No, Ext):	
809 VIAND STREET		FAX (A/C, No):	
POINT PLEASANT WV 25550-1826		E-MAIL ADDRESS:	
INSURED		INSURER(S) AFFORDING COVERAGE	
LETART CORPORATION, INC		INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY	
10298 HUNTINGTON RD		INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE COMP	
GALLIPOLIS FERRY WV 25515		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACP GLO 5755986230	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP BA 5755986230	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> 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/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Symbol 19 applies to mobile equipment subject to auto laws. The above mentioned general liability policy includes employee benefits (admin) liability coverage with a limit of \$100,000 per employee and \$1,000,000 aggregate. The above mentioned general liability policy includes computer attack coverage with a limit of \$100,000. Employment-related practices liability coverage is provided under the above mentioned general liability policy with a limit of \$100,000. The above mentioned general liability policy includes network security coverage with a limit of \$100,000.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
1900 Kanawha Blvd E
Bldg 5
Charleston WV 25305

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
Ashley Roach



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 512930

Doc Description: ADDENDUM 2 STONE AGGREGATE CINDERS 2019 MAT & P/U BY DOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-21 13:30:00	CRFQ 0803 DOT1900000039	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

LETART CORPORATION
P.O. Box 69, 10298 Huntington Road
GALLIPOLIS FERRY, WV 25515
(304) 675-7516

FOR INFORMATION CONTACT THE BUYER

Crystal Rink

(304) 558-2402

crystal.g.rink@wv.gov

Signature X

FEIN # 31-1349675

DATE 11/19/18

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS FOR PICK UP BY WV DOH PER THE ATTACHED DOCUMENTS.

INVOICE TO:		SHIP TO:	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	QUESTION DEADLINE 10AM EST	2018-11-13

SOLICITATION NUMBER: CRFQ DOT1900000039
Addendum Number: 2

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:

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains November 21, 2018 at 1:30 PM EST

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.

ATTACHMENT A

Addendum #2

CRFQ DOT1900000039

Stone, Aggregate and Cinders – Materials and Pickup by Agency ONLY

QUESTION 1: It is my understanding that steel slag abrasives were to be included on solicitations ending in 039 and 041. It was not.

RESPONSE 1: Vendors wishing to bid steel slag abrasives meeting the Contract Specifications Section 3.3 Materials, NOTE 5, C. Gradation conforming to AASHTO T-27, may bid as Cinders on the Pricing Pages.

QUESTION 2: Can this bid be postponed a week till after Thanksgiving Holiday?

RESPONSE 2: Due to time constraints, the bid solicitation closing date must remain as November 21, 2018. To ensure the awards are made in a timely manner, vendors are encouraged to have their company's vendor registration in good standing in WVOasis.gov, and to provide the required Certificate of Commercial General Liability insurance certificate with their bids. The State of West Virginia must be listed as an additional insured on the certificate and the Certificate Holder shall read: State of WV, 1900 Kanawha Blvd E, Bldg. 5, Charleston, WV 25305.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000039

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 checked="" 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.

LEIART CORPORATION

Company
[Signature]

Authorized Signature
11/17/18

Date

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