



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

State of West Virginia
 Request for Quotation

Proc Folder: 71607

Doc Description: Ready Mixed Portland Cement and Controlled Low-Strength Mat.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-24	2015-04-16 13:30:00	CRFQ 0803 DOT1500000075	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:

Smith Concrete
 26650 SR7
 Marietta, OH 45750

04/13/15 10:48:54
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Misty Delong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X

J. Ross Snyder

FEIN #

311574851

DATE

4/8/15

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

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS 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	Ready Mix Concrete				

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description :
Ready Mix Concrete

DOT1500000075	Document Phase Draft	Document Description Ready Mixed Portland Cement and Controlled Low-Strength Mat.	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 2, 2015

Submit Questions to: Misty Delong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Misty.M.Delong@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Misty DeLong
SOLICITATION NO.: CRFQ DOT1500000075
BID OPENING DATE: April 16, 2015
BID OPENING TIME: 1:30 PM, EST
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

April 16, 2015 at 1:30 PM, EST

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of NA for NA.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: 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 unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, 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.

Smith Concrete

(Company)

J. Ross Snyder V. P. Sales

(Authorized Signature) (Representative Name, Title)

(740) 516-5651 (740) 423-7604

(Phone Number) (Fax Number) (Date)

4/8/15

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT150000075

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.

Smith Concrete
Company

J. Ross Snyder
Authorized Signature

4/8/15
Date

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

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete
And Controlled Low-Strength Material

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 Ready Mixed Portland Cement Concrete and Controlled Low-Strength Material (CLSM).

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 III, Subsection 2 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the 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 **“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, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.6 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. **GENERAL REQUIREMENTS:**
 - 3.1. **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, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete
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A complete hard copy of the Standard Specs may be obtained from:

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

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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

3.2.1 Ready Mixed Portland Cement Concrete

3.2.2 Controlled Low-Strength Material (CLSM)

- 3.2.3 Certified Plant:** Vendors must source a certified plant from the certified plant list with the WVDOH, Materials Control, Soils and Testing Division. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. Most recent published list, dated 08/15/2014, is attached. These procedures may be obtained at:

West Virginia Division of Highways
Materials Control, Soils and Testing Division
190 Dry Branch Drive
Charleston, West Virginia 25306
304-558-9846

<http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx>

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to the Materials Control, Soils and Testing Division according to IM-18.

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Ready Mixed Portland Cement Concrete
And Controlled Low-Strength Material

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Sheet. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor shall provide the Certified Plant Code Number on the Information Attachment Sheet.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor shall note this on the Information Attachment Sheet.

3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.

3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.

3.2.6 Additional Haul: The Additional Haul distances, in excess of five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the Pricing Pages and no additional charge for air-entraining agent will be allowed under Admixture, on the Pricing Pages.

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And Controlled Low-Strength Material

3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is bidding an “or equal to” Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment.

3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is bidding an “or equal to” Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment.

3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is bidding an “or equal to” Super Plasticizer, the name and any product identification numbers shall be listed on the Information Attachment.

4. CONTRACT AWARD:

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

The Vendor providing pricing and information for a plant on the Pricing Pages that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a unit price for each Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor’s plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.1 Vendor Plant Locations:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment form, that will be supplying the materials bid on the Pricing Page. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the

REQUEST FOR QUOTATION
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Plant Location. If the Vendor fails to provide the Plant Location address as requested, the Vendor's bid will be disqualified for that bid submission.

4.2.1.2 If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one bid submission is acceptable.

4.2.1.3 If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, *additional*, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.

4.2.1.4 A bid submission SHALL consist of the Pricing Pages AND the Information Attachment form. Any bid submitting without the Information Attachment form WILL BE DISQUALIFIED.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

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.

5. DETERMING LOW BID PER PROJECT: The WVDOH District Engineer will calculate the lowest overall total cost of the material plus any additional haul cost and any additional charges.

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 has the ability to 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.

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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. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 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.

REQUEST FOR QUOTATION
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7.5 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.

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.

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 Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

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- 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: Ross Snyder
Telephone Numbers: 740 516-5651
Fax Number: 740 423-7684
Email Address: rsnyder@shellyco.com

PORTLAND CEMENT CONCRETE PLANT EVALUATION

EFFECTIVE DATE: 8/15/14

Submitted on Website

<u>SM Code</u>	<u>Sticker Expires</u>	<u>Plant Location</u>	<u>Rating</u>	<u>Std. Dev</u>	<u>Comments</u>	<u>Dist.</u>
ATA1.01.601 A072A	12/18/2014	Adams Trucking Barboursville, WV	A-2	650.0	Class B w/FA (6.50 bags) Maintain current design cement factors	2
ERM1.02.601 A104B	12/3/2015	Essroc Ready Mix Gallipolis, OH	A-2	650.0	Class B w/FA (6.00 bags)	1
ERM1.03.601 A104C	11/16/2014	Essroc Ready Mix New Martinsville, WV	A-2	563.8	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	6
ERM1.04.601 A104E	11/16/2014	Essroc Ready Mix McMechen, WV	A-2	674.3	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Maintain current design cement factors	6
ERM1.05.601 A104H	8/12/2014	Essroc Ready Mix Winfield, WV	A-2	718.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Maintain current design cement factors	1
ERM1.06.601 A104L	1/14/2015	Essroc Ready Mix Parkersburg, WV	A-2	935.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Class B Modified 4500 (8.50 bags)	3
ACX1.01.601 A128A	1/22/2015	Central Supply Buckhannon (Lorentz), WV	A-2	801.4	Class B w/FA (6.00 bags)	7
BMC1.05.601 B219C	10/24/2014	Boxley Materials Lewisburg (Alta), WV	A-2	795.9	Class B w/FA (5.50 bags)	9
BMC1.07.601 B219D	10/10/2014	Boxley Materials Beckley, WV	A-2	886.2	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags)	10
CSC1.01.601 C089F	8/19/2014	Central Supply Saltwell, WV	A-2	837.9	Class B w/FA (5.50 bags) Class K 4000 (7.00 bags) reduce to 6.5 bags	4
CSC1.02.601 C089G	10/11/2014	Central Supply Morgantown, WV	A-2	612.9	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags)	4
DHC1.02.601 D004B	10/15/2014	David Hill Beckley, WV	A-2	650.0	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	10
DCC1.01.601 D089B	8/5/2014	D.W. Dickey Concrete Steubenville, OH	A-2	650.0	No design data submitted	6

DCX1.01.601 D156A	9/12/2014	Dan Lee Co. Concrete Inwood, WV	A-2	569.4	Class B 3000w/GBFS (6.00 bags)	5
CSC1.03.601 E016O	9/17/2014	Central Supply Elkins, WV	A-2	930.9	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	8
FCC1.04.601 F011E	9/28/2014	Fairfax Concrete Thomas, WV	A-2	650.0	No design data submitted	8
FCC1.02.601 F011F	10/25/2014	Fairfax Concrete Oakland, MD	A-2	650.0	No design data submitted	5
FCC1.05.601 F011G	9/7/2014	Allegheny Concrete Short Gap, WV	A-2	638.0	Class B 3000w/GBFS (5.50 bags) Class K 4000 w/GBFS (7.25 bags) Maintain current design cement factors	5
FCC1.01.601 F011J	9/18/2014	Fairfax Concrete Scherr, WV	A-2	650.0	Class B 3000 w/GBFS (6.00 bags) Class K 4000 w/GBFS (7.00 bags)	5
GTC1.02.601 G005A	11/2/2014	Golden Triangle Mt. Storm, WV	A-2	650.0	No design data submitted	5
GRM1.01.601 G023O	11/22/2014	Greenbrier Ready Mix Caldwell, WV	A-2	650.0	Class B w/FA (6.00 bags) Maintain current design cement factors	9
CSC1.04.601 G170O	11/1/2014	Central Supply Gassaway, WV	A-2	955.1	Class B w/FA (6.00 bags) Class K 4000 (9.00 bags)	7
CSC1.05.601 G179A	10/28/2014	Central Supply Glenville, WV	A-2	650.0	Class B w/FA (6.00 bags)	7
KCX1.01.601 K118C	1/2/2015	Kokosing Construction Davis, WV	A-2	650.0	No design data submitted	8
LCC1.01.601 L046O	10/22/2014	Logan Concrete Logan, WV	A-2	747.4	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags)	2
BMC1.01.601 L144B	11/5/2014	Boxley Materials Summersville, WV	A-2	555.9	Class B w/FA (5.50 bags)	9

BMC1.02.601 L144C	10/14/2014	Boxley Materials Welch (Wolfpen), WV	A-2	858.4	Class B w/FA (6.25 bags)	10
MCC1.01.601 M102O	10/22/2014	Marsico Concrete Montgomery, WV	A-2	650.0	Class B w/FA (6.00 bags)	1
MRM2.01.601 M188O	11/27/2014	Madison Ready Mix Madison, WV	A-2	650.0	No design data submitted	1
MRM1.01.601 M309A	10/24/2013	Moore's Ready Mix Greenbank, WV	B	650.0	No design data submitted	8
ERM1.07.601 P017A	10/9/2014	Essroc Ready Mix Charleston, WV	A-2	659.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.75 bags)	1
BMC1.03.601 P197A	10/9/2014	Boxley Materials Princeton, WV	A-2	650.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags)	10
TWG1.01.601 P337A	9/12/2014	The Wells Group S. Williamson, KY	A-2	650.0	Class B w/FA (6.00 bags)	2
TWG1.02.601 P337C	9/12/2014	The Wells Group Lovely, KY	A-2	650.0	No design data submitted	2
RRM1.01.601 R165A	9/28/2014	Rumble Ready Mix Winfield, WV	A-2	650.0	Class B w/FA (6.00 bags)	1
RRM1.02.601 R165C	10/11/2014	Rumble Ready Mix Belle, WV	A-2	650.0	Class B w/FA (6.00 bags)	1
SCC1.01.601 S049A	9/14/2014	Smith Concrete Porterfield, OH	A-2	650.0	Class B (5.50 bags)	3
SCC1.02.601 S049B	8/20/2014	Smith Concrete Reno, OH	A-2	650.0	Class B (6.00 bags) Class B 3000 w/GBFS (6.00 bags)	3
CSC2.02.601 S174A	10/15/2014	Claxton Smith Culloden, WV	A-2	650.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Maintain current design cement factors	2
CSC2.03.601 S174C	11/7/2014	Claxton Smith Charleston, WV	A-2	650.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Maintain current design cement factors	1

CSC2.01.601 S174O	8/7/2014	Claxton Smith Poca, WV	A-2	650.0	Class B w/FA (5.50 bags) Class K 4000 w/FA (7.00 bags) Maintain current design cement factors	1
ERM1.09.601 S371B	8/12/2014	Essroc Ready Mix Winfield, WV	A-2	842.2	Class B w/FA (6.00 bags)	1
ERM1.08.601 S371C	11/12/2014	Essroc Ready Mix Huntington, WV	A-2	735.4	Class B w/FA (5.50 bags) Maintain current design cement factors	2
CCC1.01.601 S383B	10/29/2014	Cardinal Concrete Ravenswood, WV	A-2	650.0	Class B w/FA (6.00 bags)	3
CCC1.02.601 S383C	10/28/2014	Cardinal Concrete Parkersburg, WV	A-2	660.6	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	3
CCC1.03.601 S383E	10/22/2014	Cardinal Concrete Bridgeport, WV	A-2	650.0	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	4
TSC1.01.601 T162A	10/15/2014	Tri-Son Concrete Bellaire, OH	A-2	650.0	Class B w/FA (6.00 bags) Class K 4000 w/FA (7.00 bags)	6
TSC1.02.601 T162B	8/27/2014	Tri-Son Concrete Morristown, OH	A-2	650.0	Class B w/FA (6.00 bags)	6
TWG1.03.601 T176A	12/17/2014	The Wells Group Wayne, WV	A-2	650.0	No design data submitted	2
TBH1.01.601 T184A	9/19/2014	Thomas, Bennet, Hunter Martinsburg, WV	A-2	852.6	Class B 3000 w/GBFS (5.50 bags) Class K 4000 w/GBFS (7.00 bags) reduce to 6.50 bags	5
BMC1.04.601 U017B	10/9/2014	Boxley Materials Bluefield, WV	A-2	650.0	No design data submitted	10
VBC1.03.601 V072B	11/28/2014	Valley Brook Conc. #3 Robertsburg, WV	A-2	650.0	No design data submitted	1
VBC1.01.601 V072C	11/28/2014	Valley Brook Conc. #1 Lakin, WV	A-2	650.0	No design data submitted	1
WIC1.01.601 W081A	10/8/2014	Weirton Ice & Coal Weirton, WV	A-2	731.8	Class B (6.00 bags) reduce to 5.50 bags	6

TWG1.04.601 W424A	11/6/2014	The Wells Group Cannonsburg, KY	A-2	650.0	No design data submitted	2
TWG1.05.601 W424B	10/1/2014	The Wells Group Louisa, KY	A-2	650.0	Class B w/FA (6.00 bags)	2
WRM1.01.601 W431A	11/6/2014	Wrightway Ready Mix Holden, WV	A-2	650.0	No design data submitted	2

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY ASSURANCE PROCEDURES

- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
1. Name of inspector
 2. Date of inspection and
 3. Date of expiration of approval
- 1.3 Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- 1.4 The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
1. Plant or portion thereof, or singular piece of equipment inspected.
 2. Date of inspection.
 3. Expiration date of inspection sticker.
 4. Number of inspection sticker.
- 1.6 A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE
- 2.1 PURPOSE
- The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing and inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producer's plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4

DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers A1, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class AI concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class AI concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class A1 plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class A1 or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class A1 or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class A1 or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks - not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter - Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening - Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplies and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class A1 or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class A1 or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class A1 or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class A1 or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.


Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

IM-18
1ST REVISION: JUNE 1971
2ND REVISION: APRIL 1972
REISSUED: JANUARY 1995
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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.



Gary L. Robson, Director
Materials Control, Soils
and Testing Division

GLR:w

Attachments

INFORMATION ATTACHMENT

**Mandatory - Vendor shall complete this form and return with bid submission.
Ready Mix Concrete and CLSM**

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state. The Vendor shall provide the Certified Plant Code.	
Smith Concrete - Portersfield	Is Plant currently certified:
1680 SR618	<input checked="" type="radio"/> YES or NO
Belpre, OH 45714	Certified Plant Code:
	SCC1.01.601
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state. The Vendor shall provide the Certified Plant Code.	
Smith Concrete - Reno	Is Plant currently certified:
26650 SR7	<input checked="" type="radio"/> YES or NO
Marietta, OH 45750	Certified Plant Code:
	SCC1.02.601
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state. The Vendor shall provide the Certified Plant Code.	
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is bidding an "or equal to" product, the name and any product identification numbers shall be listed below.	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is bidding an "or equal to" product, the name and any product identification numbers shall be listed below.	
BASF NC534	
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendor is bidding an "or equal to" product, the name and any product identification numbers shall be listed below.	
BASF GLENIUM 3030	

State of West Virginia 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 Vendor Preference, if applicable.

- 1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Smith Concrete
Date: 4/18/15

Signed: J. Ross Snyder
Title: V.P. Sales

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 exceed 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: Smith Concrete
Authorized Signature: J. Ross Snyder Date: 4/10/15

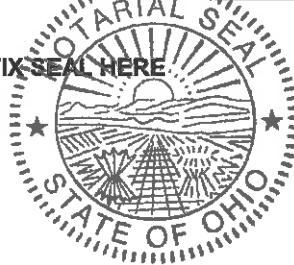
State of OHIO

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 10th day of April, 2015.

My Commission expires 12/4, 2017.

AFFIX SEAL HERE



Kathy L. Littleton
Notary Public State of Ohio
My Commission Expires
12/4/2017

NOTARY PUBLIC

Kathy L. Littleton
Purchasing Affidavit (Revised 07/01/2012)