



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)**General Information**[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 71607

Procurement Type: Central Master Agreement

Vendor ID: 000000199783

Legal Name: FAIRFAX MATERIALS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/14/2015

Response Time: 9:24

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1500000075

Published Date: 3/24/15

Close Date: 4/16/15

Close Time: 13:30

Status: Closed

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

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 71607

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

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-16 13:30:00	SR 0803 ESR04141500000003218	1

VENDOR

000000199783
 FAIRFAX MATERIALS INC

FOR INFORMATION CONTACT THE BUYER

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

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Ready Mix Concrete				

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description :	Ready Mix Concrete
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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.

Thomas Plant	Is Plant currently certified:
25128 Seneca Trails	YES
Thomas, WV 26292	Certified Plant Code:
	F011E

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.

Oakland Plant	Is Plant currently certified:
8490 Garrett Highway	YES
Oakland, MD 21550	Certified Plant Code:
	F011F

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.

Scherr Plant	Is Plant currently certified:
342 Old Scherr Road	YES
New Creek, WV 26743	Certified Plant Code:
	F011J

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.

Short Gap Plant	Is Plant currently certified:
11282 Waxler Road	YES
Keyser, WV 26726	Certified Plant Code:
	F011G

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.

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.



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

State of West Virginia
 Request for Quotation

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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

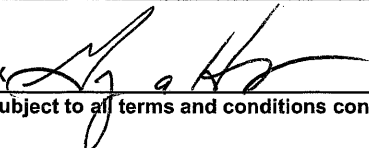
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 FAIRFAX MATERIALS, INC.
 8490 GARRETT HIGHWAY
 OAKLAND MD 21550
 301-334-8101

FOR INFORMATION CONTACT THE BUYER

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

Signature X  FEIN # 55-0167100 DATE 4/14/2015

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

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.

FAIRFAX MATERIALS, INC.
(Company)

GARY A. HAWK, GARY A. HAWK, CONTROLLER
(Authorized Signature) (Representative Name, Title)

301-334-8101, 301-334-5915 4/14/2015
(Phone Number) (Fax Number) (Date)

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
And Controlled Low-Strength Material

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.

REQUEST FOR QUOTATION
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.

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

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.

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

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
Ready Mixed Portland Cement Concrete
And Controlled Low-Strength Material

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.

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

- 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: PAT ADAMS, GEN'L MGR
Telephone Numbers: 301-334-8101
Fax Number: 301-334-5915
Email Address: PAT@FMI-US.COM

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

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
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(Phone) 304-558-2885

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- 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:

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

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REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete
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4. CONTRACT AWARD:

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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

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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.

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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: PAT ADAMS, GEN'L MGR
Telephone Numbers: 301-334-8101
Fax Number: 301-334-5915
Email Address: PAT@FMI-US.COM