

RECEIVED

INFORMATION ATTACHMENT FORM

Vendor's Storage Sites -- **REQUIRED TO BE SUBMITTED WITH BID**
2019 Stone and Aggregate - Material and Delivery by Vendor ONLY

2018 NOV 21 AM 9:21

WV PURCHASING
DIVISION

VENDOR NAME

Laurel Aggregates

Mandatory - Vendor shall complete this form and return with bid submission.

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

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

a) SOURCE OF MATERIAL (all sources for which bid prices apply (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

Lake Lynn Quarry → Rt. 857, 2480 Springhill
Furnace Rd., Lake Lynn, PA 15451

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

Cinders

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

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



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

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 513004

Doc Description: STONE AGGREGATE CINDERS 2019 MAT.&DELIVERY BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-07	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-5217900

DATE

11/26/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

DOT1900000041	Document Phase Final	Document Description STONE AGGREGATE CINDERS 2019 MAT.&DELIVERY BY VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Cauel App.

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>DODDRIDGE COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	6000	Smithburg	21.50		
B	Class 2	2000	Smithburg	21.50		
D	AASHTO #1	4000	Smithburg	23.60		
E	AASHTO #3	4000	Smithburg	24.25		
G	AASHTO #467	3000	Smithburg	25.00		
H	AASHTO #57	3000	Smithburg	24.55		
K	AASHTO #8	6000	Smithburg	35.00		
L	AASHTO #9	4000	Smithburg			
M	Gabion Stone	2500	Smithburg	23.75		
N	Fine Aggregate	4000	Smithburg	22.00		
OA	Limestone Std Abr.	4000	Smithburg	35.00		
OB	Sandstone Std Abr.	4000	Smithburg			
PA	Limestone Mod Abr.	4000	Smithburg			
PB	Sandstone Mod Abr.	4000	Smithburg			
Q	RipRap	2000	Smithburg	34.00		
R	Shot Rock	1500	Smithburg	32.00		
W	Quarry Waste	100	Smithburg	21.50		

HARRISON COUNTY

A	Class 1	18000	Gore	19.50		
B	Class 2	4000	Gore	19.50		
D	AASHTO #1	2000	Gore	21.45		
E	AASHTO #3	5000	Gore	22.00		
G	AASHTO #467	4000	Gore	22.50		
H	AASHTO #57	8000	Gore	22.50		
K	AASHTO #8	8000	Gore	33.00		
L	AASHTO #9	4000	Gore			
M	Gabion Stone	4000	Gore	21.75		
OA	Limestone Std Abr.	4000	Gore	33.00		
OB	Sandstone Std Abr.	4000	Gore			
PA	Limestone Mod Abr.	4000	Gore			
PB	Sandstone Mod Abr.	4000	Gore			
Q	RipRap	2000	Gore	35.00		
R	Shot Rock	500	Gore	34.00		
W	Quarry Waste	100	Gore	19.00		

HARRISON COUNTY

A	Class 1	1000	Saltwell I-79	18.50		
K	AASHTO #8	3000	Saltwell I-79	32.00		
L	AASHTO #9	2000	Saltwell I-79			
R	Shot Rock	500	Saltwell I-79	34.00		

Laurel Agg.

Bid Price (\$/Ton) F.O.B.
DOH Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>HARRISON COUNTY</u>						
A	Class 1	1000	Lost Creek I-79	21.50		
K	AASHTO #8	3000	Lost Creek I-79	33.00		
L	AASHTO #9	3000	Lost Creek I-79			
M	Gabion Stone	500	Lost Creek I-79	23.75		
OA	Limestone Std Abr.	3000	Lost Creek I-79	33.00		
OB	Sandstone Std Abr.	3000	Lost Creek I-79			
PA	Limestone Mod Abr.	3000	Lost Creek I-79			
PB	Sandstone Mod Abr.	3000	Lost Creek I-79			
R	Shot Rock	500	Lost Creek I-79	35.00		

HARRISON COUNTY

A	Class 1	1000	Tunnel Hill US 50	21.55		
K	AASHTO #8	3000	Tunnel Hill US 50	34.00		
L	AASHTO #9	2000	Tunnel Hill US 50			
M	Gabion Stone	500	Tunnel Hill US 50	23.50		
N	Fine Aggregate	2000	Tunnel Hill US 50	22.00		
OA	Limestone Std Abr.	2000	Tunnel Hill US 50	34.00		
OB	Sandstone Std Abr.	2000	Tunnel Hill US 50			
PA	Limestone Mod Abr.	2000	Tunnel Hill US 50			
PB	Sandstone Mod Abr.	2000	Tunnel Hill US 50			
Q	RipRap	2000	Tunnel Hill US 50	35.00		
R	Shot Rock	500	Tunnel Hill US 50	34.00		

MARION COUNTY

A	Class 1	1000	Fairmont	16.50		
B	Class 2	8000	Fairmont	18.00		
D	AASHTO #1	2000	Fairmont	18.50		
E	AASHTO #3	2000	Fairmont	19.00		
G	AASHTO #467	2000	Fairmont	22.50		
H	AASHTO #57	1000	Fairmont	19.55		
K	AASHTO #8	5000	Fairmont	27.00		
L	AASHTO #9	4000	Fairmont			
M	Gabion Stone	1000	Fairmont	18.75		
N	Fine Aggregate	4000	Fairmont	17.00		
OA	Limestone Std Abr.	4000	Fairmont	27.00		
OB	Sandstone Std Abr.	4000	Fairmont			
PA	Limestone Mod Abr.	4000	Fairmont			
PB	Sandstone Mod Abr.	4000	Fairmont			
Q	RipRap	2000	Fairmont	30.00		
R	Shot Rock	500	Fairmont	29.00		
W	Quarry Waste	100	Fairmont	16.00		

Laurel Agg

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site			
<u>MARION COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Mannington	17.50		
B	Class 2	6000	Mannington	19.00		
D	AASHTO #1	1000	Mannington	19.50		
G	AASHTO #467	1000	Mannington	24.00		
H	AASHTO #57	3000	Mannington	21.00		
K	AASHTO #8	3000	Mannington	28.00		
L	AASHTO #9	3000	Mannington			
M	Gabion Stone	500	Mannington	20.10		
N	Fine Aggregate	3000	Mannington	19.00		
OA	Limestone Std Abr.	3000	Mannington	28.25		
OB	Sandstone Std Abr.	3000	Mannington			
PA	Limestone Mod Abr.	3000	Mannington			
PB	Sandstone Mod Abr.	3000	Mannington			
Q	RipRap	2000	Mannington	32.00		
R	Shot Rock	500	Mannington	31.00		
W	Quarry Waste	100	Mannington	18.00		

MONONGALIA COUNTY

A	Class 1	1000	Goshen Road	19.00		
K	AASHTO #8	3000	Goshen Road	27.50		
L	AASHTO #9	1000	Goshen Road			
M	Gabion Stone	500	Goshen Road	21.75		
N	Fine Aggregate	1000	Goshen Road	21.00		
OA	Limestone Std Abr.	1000	Goshen Road	27.50		
OB	Sandstone Std Abr.	1000	Goshen Road			
PA	Limestone Mod Abr.	1000	Goshen Road			
PB	Sandstone Mod Abr.	1000	Goshen Road			
R	Shot Rock	500	Goshen Road	26.00		

MONONGALIA COUNTY

A	Class 1	4000	Pentress	16.75		
B	Class 2	2000	Pentress	18.25		
D	AASHTO #1	2000	Pentress	18.45		
G	AASHTO #467	4000	Pentress	24.00		
H	AASHTO #57	1000	Pentress	20.65		
K	AASHTO #8	3000	Pentress	27.15		
L	AASHTO #9	3000	Pentress			
M	Gabion Stone	1000	Pentress	20.00		
N	Fine Aggregate	3000	Pentress	18.00		
OA	Limestone Std Abr.	3000	Pentress	27.15		
OB	Sandstone Std Abr.	3000	Pentress			
PA	Limestone Mod Abr.	3000	Pentress			
PB	Sandstone Mod Abr.	3000	Pentress			
Q	RipRap	2000	Pentress	30.00		
R	Shot Rock	500	Pentress	29.00		
S	AASHTO #8M	2000	Pentress			
W	Quarry Waste	100	Pentress	16.00		

Carsel Agg

Contract	Description	Estimated Quantity	Location of	Bid Price (\$/Ton) F.O.B.
Item	of Aggregate	(TONS)	DOH	DOH Storage Site
			Storage Site	

MONONGALIA COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	5000	Ridgedale - US 119S	14.50		
B	Class 2	3000	Ridgedale - US 119S	16.05		
D	AASHTO #1	1500	Ridgedale - US 119S	16.75		
G	AASHTO #467	2000	Ridgedale - US 119S	22.60		
H	AASHTO #57	2000	Ridgedale - US 119S	18.25		
K	AASHTO #8	3500	Ridgedale - US 119S	25.50		
L	AASHTO #9	500	Ridgedale - US 119S			
M	Gabion Stone	2000	Ridgedale - US 119S	16.50		
N	Fine Aggregate	3000	Ridgedale - US 119S	15.00		
OA	Limestone Std Abr.	3000	Ridgedale - US 119S	25.50		
OB	Sandstone Std Abr.	3000	Ridgedale - US 119S			
PA	Limestone Mod Abr.	3000	Ridgedale - US 119S			
PB	Sandstone Mod Abr.	3000	Ridgedale - US 119S			
Q	RipRap	2000	Ridgedale - US 119S	27.00		
R	Shot Rock	500	Ridgedale - US 119S	26.00		
S	AASHTO #8M	3500	Ridgedale - US 119S			
W	Quarry Waste	100	Ridgedale - US 119S	15.00		

PRESTON COUNTY

A	Class 1	1000	Albright	18.00		
B	Class 2	5000	Albright	20.00		
D	AASHTO #1	2000	Albright	20.00		
G	AASHTO #467	3000	Albright	21.50		
H	AASHTO #57	2000	Albright	21.50		
K	AASHTO #8	3000	Albright	31.75		
L	AASHTO #9	3000	Albright			
M	Gabion Stone	500	Albright	21.00		
N	Fine Aggregate	3000	Albright	20.00		
OA	Limestone Std Abr.	3000	Albright	31.75		
OB	Sandstone Std Abr.	3000	Albright			
PA	Limestone Mod Abr.	3000	Albright			
PB	Sandstone Mod Abr.	3000	Albright			
Q	RipRap	2000	Albright	30.00		
R	Shot Rock	500	Albright	29.00		
W	Quarry Waste	100	Albright	18.00		

Camel App

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract	Description	Estimated	Location of	Bid Price (\$/Ton) F.O.B.
Item	of Aggregate	Quantity	DOH	DOH Storage Site
		(TONS)	Storage Site	

PRESTON COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	2000	Aurora			
B	Class 2	5000	Aurora			
D	AASHTO #1	2000	Aurora			
G	AASHTO #467	3000	Aurora			
H	AASHTO #57	3000	Aurora			
K	AASHTO #8	2000	Aurora			
L	AASHTO #9	6000	Aurora			
M	Gabion Stone	500	Aurora			
N	Fine Aggregate	6000	Aurora			
OA	Limestone Std Abr.	6000	Aurora			
OB	Sandstone Std Abr.	6000	Aurora			
PA	Limestone Mod Abr.	6000	Aurora			
PB	Sandstone Mod Abr.	6000	Aurora			
Q	RipRap	2000	Aurora			
R	Shot Rock	500	Aurora			
W	Quarry Waste	100	Aurora			

PRESTON COUNTY

A	Class 1	3000	Bruceton Mills	14.75		
B	Class 2	5000	Bruceton Mills	16.25		
D	AASHTO #1	2000	Bruceton Mills	17.00		
G	AASHTO #467	3000	Bruceton Mills	18.00		
H	AASHTO #57	4000	Bruceton Mills	18.00		
K	AASHTO #8	2000	Bruceton Mills	25.05		
L	AASHTO #9	6000	Bruceton Mills			
M	Gabion Stone	500	Bruceton Mills	17.30		
N	Fine Aggregate	6000	Bruceton Mills	16.00		
OA	Limestone Std Abr.	6000	Bruceton Mills	25.05		
OB	Sandstone Std Abr.	6000	Bruceton Mills			
PA	Limestone Mod Abr.	6000	Bruceton Mills			
PB	Sandstone Mod Abr.	6000	Bruceton Mills			
Q	RipRap	2000	Bruceton Mills	28.00		
R	Shot Rock	500	Bruceton Mills	27.00		
W	Quarry Waste	100	Bruceton Mills	15.00		

Pricing Page Schedule

VENDOR NAME

Laurel Agg.

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract	Description	Estimated Quantity	Location of DOH	Bid Price (\$/Ton) F.O.B. DOH Storage Site
Item	of Aggregate	(TONS)	Storage Site	

PRESTON COUNTY				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Coopers Rock I-68	13.50		
K	AASHTO #8	3000	Coopers Rock I-68	25.00		
L	AASHTO #9	3000	Coopers Rock I-68			
M	Gabion Stone	500	Coopers Rock I-68	18.00		
OA	Limestone Std Abr.	3000	Coopers Rock I-68	25.00		
OB	Sandstone Std Abr.	3000	Coopers Rock I-68			
PA	Limestone Mod Abr.	3000	Coopers Rock I-68			
PB	Sandstone Mod Abr.	3000	Coopers Rock I-68			
R	Shot Rock	500	Coopers Rock I-68	27.00		

PRESTON COUNTY

A	Class 1	2000	Fellowsville			
B	Class 2	5000	Fellowsville			
D	AASHTO #1	1000	Fellowsville			
G	AASHTO #467	3000	Fellowsville			
H	AASHTO #57	3000	Fellowsville			
K	AASHTO #8	2000	Fellowsville			
L	AASHTO #9	5000	Fellowsville			
M	Gabion Stone	500	Fellowsville			
N	Fine Aggregate	5000	Fellowsville			
OA	Limestone Std Abr.	5000	Fellowsville			
OB	Sandstone Std Abr.	5000	Fellowsville			
PA	Limestone Mod Abr.	5000	Fellowsville			
PB	Sandstone Mod Abr.	5000	Fellowsville			
Q	RipRap	2000	Fellowsville			
R	Shot Rock	500	Fellowsville			
W	Quarry Waste	100	Fellowsville			

PRESTON COUNTY

A	Class 1	500	Macomber			
B	Class 2	500	Macomber			
K	AASHTO #8	500	Macomber			
L	AASHTO #9	500	Macomber			
N	Fine Aggregate	500	Macomber			
OA	Limestone Std Abr.	500	Macomber			
OB	Sandstone Std Abr.	500	Macomber			
PA	Limestone Mod Abr.	500	Macomber			
PB	Sandstone Mod Abr.	500	Macomber			
R	Shot Rock	500	Macomber			

Cause App.

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract	Description	Estimated	Location of	Bid Price (\$/Ton) F.O.B.
Item	of Aggregate	Quantity	DOH	DOH Storage Site
		(TONS)	Storage Site	

PRESTON COUNTY

					LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Masontown				
B	Class 2	2000	Masontown				
G	AASHTO #467	3000	Masontown				
K	AASHTO #8	2000	Masontown				
L	AASHTO #9	1000	Masontown				
N	Fine Aggregate	1000	Masontown				
OA	Limestone Std Abr.	1000	Masontown				
OB	Sandstone Std Abr.	1000	Masontown				
PA	Limestone Mod Abr.	1000	Masontown				
PB	Sandstone Mod Abr.	1000	Masontown				
R	Shot Rock	500	Masontown				
W	Quarry Waste	100	Masontown				

PRESTON COUNTY

A	Class 1	2000	Terra Alta				
B	Class 2	5000	Terra Alta				
D	AASHTO #1	1000	Terra Alta				
G	AASHTO #467	3000	Terra Alta				
H	AASHTO #57	4000	Terra Alta				
K	AASHTO #8	2000	Terra Alta				
L	AASHTO #9	6000	Terra Alta				
M	Gabion Stone	500	Terra Alta				
N	Fine Aggregate	6000	Terra Alta				
OA	Limestone Std Abr.	6000	Terra Alta				
OB	Sandstone Std Abr.	6000	Terra Alta				
PA	Limestone Mod Abr.	6000	Terra Alta				
PB	Sandstone Mod Abr.	6000	Terra Alta				
Q	RipRap	2000	Terra Alta				
R	Shot Rock	500	Terra Alta				
W	Quarry Waste	100	Terra Alta				

Laurel App.

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract	Description	Estimated Quantity	Location of DOH	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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Item	of Aggregate	(TONS)	Storage Site
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TAYLOR COUNTY

					LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Pruntytown		<i>17.50</i>		
B	Class 2	5000	Pruntytown		<i>19.50</i>		
D	AASHTO #1	1000	Pruntytown		<i>20.10</i>		
G	AASHTO #467	1000	Pruntytown		<i>23.15</i>		
H	AASHTO #57	3000	Pruntytown		<i>22.15</i>		
K	AASHTO #8	6000	Pruntytown		<i>28.75</i>		
L	AASHTO #9	6000	Pruntytown				
M	Gabion Stone	500	Pruntytown		<i>21.00</i>		
N	Fine Aggregate	6000	Pruntytown		<i>19.00</i>		
OA	Limestone Std Abr.	6000	Pruntytown		<i>28.75</i>		
OB	Sandstone Std Abr.	6000	Pruntytown				
PA	Limestone Mod Abr.	6000	Pruntytown				
PB	Sandstone Mod Abr.	6000	Pruntytown				
Q	RipRap	2000	Pruntytown		<i>30.00</i>		
R	Shot Rock	500	Pruntytown		<i>29.00</i>		
W	Quarry Waste	100	Pruntytown		<i>18.00</i>		

Pricing Page Schedule

VENDOR NAME

Laurel App.

F.O.B. Division's Storage Site - DISTRICT 4

2019

Contract	Description	Estimated Quantity	Location of DOH	Bid Price (\$/Ton) F.O.B. - DOH
Item	of Aggregate	(TONS)	Storage Site	Storage Site

DODDRIDGE COUNTY

CINDERS

AA	CINDERS	2000	Smithburg		
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HARRISON COUNTY

AA	CINDERS	2000	Tunnel APD-50		
AA	CINDERS	1000	Lost Creek I-79		
AA	CINDERS	3500	Gore		
AA	CINDERS	1000	Saltwell		

MARION COUNTY

AA	CINDERS	3500	Fairmont		
AA	CINDERS	1500	Mannington		

MONONGALIA COUNTY

AA	CINDERS	3000	Ridgedale, US 119 S		
AA	CINDERS	2000	Pentress		
AA	CINDERS	2000	Goshen Road I-79		

PRESTON COUNTY

AA	CINDERS	4000	Albright		
AA	CINDERS	3000	Fellowsville		
AA	CINDERS	3000	Aurora		
AA	CINDERS	3000	Terra Alta		
AA	CINDERS	3000	Bruceton Mills		
AA	CINDERS	3500	Coopers Rock I-68		
AA	CINDERS	1500	Masontown		

TAYLOR COUNTY

AA	CINDERS	3000	Grafton		
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Laurel Agg

F.O.B. Division's Storage Site - DISTRICT 6

2019

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O. B. DOH Storage Site
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BROOKE COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	15000	Wellsburg	27.50		
D	AASHTO #1	500	Wellsburg	30.00		
E	AASHTO #3	500	Wellsburg	30.00		
G	AASHTO #467	1000	Wellsburg	31.00		
H	AASHTO #57	2000	Wellsburg	31.00		
I	AASHTO #67	1000	Wellsburg	32.00		
K	AASHTO #8	1500	Wellsburg	38.00		
M	Gabion Stone	1000	Wellsburg	31.00		
N	Fine Aggregate	100	Wellsburg	29.00		
OA	Limestone Std Abr.	500	Wellsburg	38.40		
OB	Sandstone Std Abr.	500	Wellsburg			
PA	Limestone Mod Abr.	5000	Wellsburg			
PB	Sandstone Mod Abr.	5000	Wellsburg			
Q	Riprap	1000	Wellsburg	40.00		
R	Shot Rock	500	Wellsburg	39.00		
S	AASHTO #8M	2000	Wellsburg			

BROOKE COUNTY

A	Class 1	3000	Weirton			
D	AASHTO #1	500	Weirton			
E	AASHTO #3	500	Weirton			
G	AASHTO #467	500	Weirton			
H	AASHTO #57	1000	Weirton			
I	AASHTO #67	1000	Weirton			
K	AASHTO #8	5000	Weirton			
M	Gabion Stone	500	Weirton			
N	Fine Aggregate	100	Weirton			
OA	Limestone Std Abr.	4000	Weirton			
OB	Sandstone Std Abr.	4000	Weirton			
PA	Limestone Mod Abr.	4000	Weirton			
PB	Sandstone Mod Abr.	4000	Weirton			
R	Shot Rock	500	Weirton			
S	AASHTO #8M	2000	Weirton			

*Cancel App*F.O.B. Division's Storage Site - **DISTRICT 6****2019**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>MARSHALL COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	5000	Glendale			
D	AASHTO #1	1000	Glendale			
E	AASHTO #3	500	Glendale			
G	AASHTO #467	3000	Glendale			
H	AASHTO #57	2000	Glendale			
I	AASHTO #67	1000	Glendale			
K	AASHTO #8	5000	Glendale			
M	Gabion Stone	1000	Glendale			
N	Fine Aggregate	100	Glendale			
OA	Limestone Std Abr.	4000	Glendale			
OB	Sandstone Std Abr.	4000	Glendale			
PA	Limestone Mod Abr.	4000	Glendale			
PB	Sandstone Mod Abr.	4000	Glendale			
Q	Riprap	1000	Glendale			
R	Shot Rock	500	Glendale			
S	AASHTO #8M	1000	Glendale			

MARSHALL COUNTY

A	Class 1	5000	Lynn Camp			
D	AASHTO #1	500	Lynn Camp			
E	AASHTO #3	1000	Lynn Camp			
G	AASHTO #467	500	Lynn Camp			
H	AASHTO #57	200	Lynn Camp			
I	AASHTO #67	2500	Lynn Camp			
K	AASHTO #8	500	Lynn Camp			
M	Gabion Stone	500	Lynn Camp			
N	Fine Aggregate	100	Lynn Camp			
OA	Limestone Std Abr.	1000	Lynn Camp			
OB	Sandstone Std Abr.	1000	Lynn Camp			
PA	Limestone Mod Abr.	1000	Lynn Camp			
PB	Sandstone Mod Abr.	1000	Lynn Camp			
R	Shot Rock	500	Lynn Camp			
S	AASHTO #8M	2000	Lynn Camp			

Cammel App.

F.O.B. Division's Storage Site - DISTRICT 6

2019

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>MARSHALL COUNTY</u>				<div>LIMESTONE SANDSTONE GRAVEL, SAND</div> <div>BLAST FURNACE SLAG</div> <div>STEEL SLAG</div>
A	Class 1	5000	Sand Hill	30.00
D	AASHTO #1	500	Sand Hill	31.00
E	AASHTO #3	800	Sand Hill	31.25
G	AASHTO #467	500	Sand Hill	32.00
H	AASHTO #57	200	Sand Hill	32.15
I	AASHTO #67	1000	Sand Hill	31.00
K	AASHTO #8	500	Sand Hill	41.00
M	Gabion Stone	500	Sand Hill	31.00
N	Fine Aggregate	100	Sand Hill	32.00
OA	Limestone Std Abr.	1000	Sand Hill	41.00
OB	Sandstone Std Abr.	1000	Sand Hill	
PA	Limestone Mod Abr.	1000	Sand Hill	
PB	Sandstone Mod Abr.	1000	Sand Hill	
R	Shot Rock	500	Sand Hill	41.00
S	AASHTO #8M	2000	Sand Hill	

OHIO COUNTY

A	Class 1	6000	Triadelphia	26.00		
E	AASHTO #3	1000	Triadelphia	28.00		
G	AASHTO #467	1000	Triadelphia	29.00		
H	AASHTO #57	2000	Triadelphia	31.00		
I	AASHTO #67	4000	Triadelphia	32.00		
K	AASHTO #8	6000	Triadelphia	39.00		
M	Gabion Stone	1000	Triadelphia	31.00		
N	Fine Aggregate	100	Triadelphia	30.00		
Q	Riprap	1000	Triadelphia	40.00		
R	Shot Rock	1000	Triadelphia	39.00		
S	AASHTO #8M	2000	Triadelphia			

OHIO COUNTY

N	Fine Aggregate	2000	Elm Grove	27.00		
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OHIO COUNTY

N	Fine Aggregate	1000	I-70			
OA	Limestone Std Abr.	10000	I-70			
OB	Sandstone Std Abr.	10000	I-70			

Laural App.

F.O.B. Division's Storage Site - DISTRICT 6

2019

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
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TYLER COUNTY

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	3000	Centerville	26.50		
D	AASHTO #1	1000	Centerville	29.00		
E	AASHTO #3	2000	Centerville	29.00		
G	AASHTO #467	3000	Centerville	30.30		
I	AASHTO #67	500	Centerville	30.30		
K	AASHTO #8	1000	Centerville	37.15		
M	Gabion Stone	500	Centerville	29.00		
N	Fine Aggregate	100	Centerville	26.50		
OA	Limestone Std Abr.	1000	Centerville	37.15		
OB	Sandstone Std Abr.	1000	Centerville			
PA	Limestone Mod Abr.	1000	Centerville			
PB	Sandstone Mod Abr.	1000	Centerville			
R	Shot Rock	500	Centerville	40.00		
S	AASHTO #8M	2000	Centerville			

TYLER COUNTY

A	Class 1	5000	Sistersville			
D	AASHTO #1	1000	Sistersville			
E	AASHTO #3	2000	Sistersville			
G	AASHTO #467	3000	Sistersville			
I	AASHTO #67	3000	Sistersville			
K	AASHTO #8	1000	Sistersville			
M	Gabion Stone	500	Sistersville			
N	Fine Aggregate	100	Sistersville			
OA	Limestone Std Abr.	2000	Sistersville			
OB	Sandstone Std Abr.	2000	Sistersville			
PA	Limestone Mod Abr.	2000	Sistersville			
PB	Sandstone Mod Abr.	2000	Sistersville			
R	Shot Rock	500	Sistersville			
S	AASHTO #8M	3000	Sistersville			

Laurel Agg.

F.O.B. Division's Storage Site - DISTRICT 6

2019

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>WETZEL COUNTY</u>							
A	Class 1	3000	Hundred		22.00		
D	AASHTO #1	1000	Hundred		24.00		
E	AASHTO #3	2000	Hundred		25.00		
G	AASHTO #467	2000	Hundred		26.00		
H	AASHTO #57	2000	Hundred		26.00		
I	AASHTO #67	3000	Hundred		26.00		
K	AASHTO #8	2000	Hundred		32.25		
M	Gabion Stone	1000	Hundred		24.25		
N	Fine Aggregate	100	Hundred		22.50		
R	Shot Rock	500	Hundred		35.00		
S	AASHTO #8M	1000	Hundred				

WETZEL COUNTY

A	Class 1	5000	New Martinsville		30.00		
D	AASHTO #1	1000	New Martinsville		32.00		
E	AASHTO #3	1500	New Martinsville		33.00		
G	AASHTO #467	15000	New Martinsville		34.00		
H	AASHTO #57	3000	New Martinsville		34.00		
I	AASHTO #67	3000	New Martinsville		34.00		
K	AASHTO #8	2000	New Martinsville		40.00		
M	Gabion Stone	1000	New Martinsville		33.00		
N	Fine Aggregate	100	New Martinsville		30.00		
Q	Riprap	1000	New Martinsville		45.00		
R	Shot Rock	500	New Martinsville		44.00		
S	AASHTO #8M	1000	New Martinsville				

WETZEL COUNTY

A	Class 1	3000	Pine Grove		26.75		
D	AASHTO #1	1000	Pine Grove		29.15		
E	AASHTO #3	2000	Pine Grove		30.00		
G	AASHTO #467	2000	Pine Grove		30.00		
H	AASHTO #57	2000	Pine Grove		30.45		
I	AASHTO #67	3000	Pine Grove		31.75		
K	AASHTO #8	2000	Pine Grove		37.50		
M	Gabion Stone	1000	Pine Grove		29.50		
N	Fine Aggregate	100	Pine Grove		28.00		
R	Shot Rock	500	Pine Grove		40.00		
S	AASHTO #8M	1000	Pine Grove				

*Camel App.*F.O.B. Division's Storage Site - **DISTRICT 6****2019**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. - DOH Storage Site
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BROOKE COUNTY

CINDERS

AA	CINDERS	2000	Wellsburg	
AA	CINDERS	3000	US 22 & CR 1	

HANCOCK COUNTY

AA	CINDERS	3000	New Manchester	
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MARSHALL COUNTY

AA	CINDERS	4000	Glendale	
AA	CINDERS	2000	Cameron	
AA	CINDERS	2000	Lynn Camp	
AA	CINDERS	2000	Sand Hill	

OHIO COUNTY

AA	CINDERS	5000	Triadelphia	
AA	CINDERS	1000	Elm Grove I-70	

TYLER COUNTY

AA	CINDERS	3000	Sistersville	
AA	CINDERS	2000	Centerville	

WETZEL COUNTY

AA	CINDERS	4000	New Martinsville	
AA	CINDERS	2000	Hundred	
AA	CINDERS	2000	Pine Grove	



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

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 513004

Doc Description: STONE AGGREGATE CINDERS 2019 MAT.&DELIVERY BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-07	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-5217900

DATE

11/26/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 13, 2018 at 10:00 AM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Rink@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: Crystal Rink
SOLICITATION NO.: CRFQ DOT1900000041
BID OPENING DATE: November 21, 2018
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, 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).

Bid Opening Date and Time: November 21, 2018 at 1:30 PM EST

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled *Licensing*, 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.

☐

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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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 (SEE BELOW) per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☒ *****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE*****

- ☒ **CERTIFICATE HOLDER TO READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 06/08/2018

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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

 James H. Gondura III Sales Rep.
(Name, Title)
James H. Gondura III Sales Rep.
(Printed Name and Title)
103 Corporate Dr. Ste 202 Morgantown, WV 26501
(Address)
304-296-7501 304-777-2729
(Phone Number) / (Fax Number)
jgondura@lauralaggregates.com
(email address)

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

Laural Aggregates
(Company)

 James H. Gondura III Sales Rep.
(Authorized Signature) (Representative Name, Title)

James H. Gondura III Sales Rep.
(Printed Name and Title of Authorized Representative)

11/20/18
(Date)

304-296-7501 304-777-2729
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ DOT1900000041

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Laurel App. Address: 103 Corporate Dr.

St. 202, Morgantown, WV 26501

Name of Authorized Agent: James Gondura Address: SAME

Contract Number: DOT 19*41 Contract Description: Stone App. 2019 Delvd.

Governmental agency awarding contract: Dept. of Admin Purchasing Div.

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Signature]

Date Signed: 11/20/18

Notary Verification

State of West Virginia, County of Monongalia:

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

Taken, sworn to and subscribed before me this 20th day of November, 2018

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Anita Santilli

603 Hess Street, Morgantown, WV 26508
My Commission Expires August 29, 2022

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Laurel Aggregates

Authorized Signature: [Signature] Date: 11/20/18

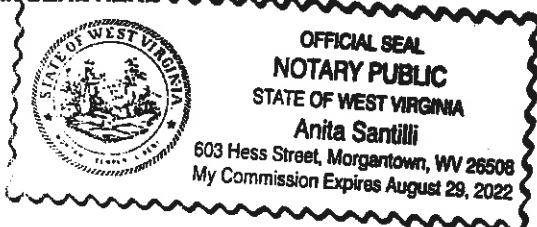
State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 20 day of November, 2018.

My Commission expires August 29, 2022

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



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

State of West Virginia
Request for Quotation
19 -- Highways

Proc Folder: 513004

Doc Description: ADDENDUM 1 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-09	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	2

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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-521 7900

DATE

11/20/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CRFQ DOT1900000041

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To add Revised Exhibit A District 5D pricing page. Vendors submitting bids shall use the REVISED EXHIBIT A DISTRICT 5D PRICING PAGE.

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

Terms and Conditions:

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

ATTACHMENT A

Stone, Aggregate and Cinders – Materials and Delivery by the Low-Bid Vendor

COMMENT: 1. Please add the following to the Contract Specifications:

- Section 3.3 Materials:

<u>MATERIAL NOTE (1)</u>	<u>SPECIFICATION SECTION</u>
<i>(after Quarry Waste, please add)</i>	
Imbricated Stone/Rock	704.5 (Note 8)

(after NOTE 7: Quarry Waste description, please add)

NOTE 8: Imbricated Stone/Rock shall meet the Standard Specs 704.5 – Special Rock Fill. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4.

- Section 3.7.2 currently reads: "The Exhibit_A Pricing Page shall be F.O.B. Division's established District Storage Site(s), Applicable Contract Items A-W and AA per District, per location and the Adjutant General per locations."

Please revise Section 3.7.2 to read: "The Exhibit_A Pricing Page shall be F.O.B. Division's established District Storage Site(s), Applicable Contract Items A-W, Z and AA per District, per location and the Adjutant General per locations."

2. Please replace current District 5, Pricing Page, Exhibit A, Tab 5D with the attached District 5, Pricing Page, Exhibit A, Tab 5D, REV 11-08-2018.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000041

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.



Company



Authorized Signature



Date

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



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

State of West Virginia
Request for Quotation
19 – Highways

Proc Folder: 513004

Doc Description: ADDENDUM 1 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-09	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	2

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:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-5217900

DATE

11/20/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA.		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

DOT1900000041	Document Phase Final	Document Description ADDENDUM 1 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
19 -- Highways

Proc Folder: 513004

Doc Description: ADDENDUM 2 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-5217900

DATE

11/20/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

DOT1900000041	Document Phase Final	Document Description ADDENDUM 2 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR	Page 3 of 3
---------------	--------------------------------	--	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 513004

Doc Description: ADDENDUM 2 STONE AGGREGATE CINDERS 2019 MAT.&DEL BY VENDOR

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2018-11-14	2018-11-21 13:30:00	CRFQ 0803 DOT1900000041	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

45-5217900

DATE

11/20/18

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR STONE, AGGREGATE, AND CINDERS TO BE DELIVERED BY THE VENDOR PER THE ATTACHED DOCUMENTS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description :

STONE AGGREGATE CINDERS 2019 MAT.&DEL. BY THE LOW-BID VENDOR PER ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

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

SOLICITATION NUMBER: CRFQ DOT1900000041

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions

No other changes at this time

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

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

Terms and Conditions:

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

ATTACHMENT A

Addendum #2

CRFQ DOT1900000041

Stone, Aggregate and Cinders – Materials and Delivery by the Low-Bid Vendor

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000041

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Canal Aggregates
Company

[Signature]
Authorized Signature

11/20/18
Date

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



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
ACTING DIRECTOR

State of West Virginia Bid Opportunity

Solicitation Type	CRFQ
Solicitation No.	DOT1900000041
Description:	STONE AGGREGATE CINDERS 2019 MAT&DELIVERY BY VENDOR
Deadline for Q&A:	11/13/2018 10:00 AM EST
Mandatory Bid Conference:	N/A
Bid Closing Date and Time:	11/21/2018 1:30 PM EST

Dear Potential Bidder:

Your business has been identified as a potential vendor by the requesting agency for the solicitation noted above.

Should your business be interested in this bid opportunity, please visit www.wvOASIS.gov, and click on the Vendor Self Service (VSS) Portal. At the welcome screen, please review any announcements and log into your account or click on the "Public Access" button in the bottom left of the page in order to view the *West Virginia Purchasing Bulletin*. At the *West Virginia Purchasing Bulletin* page, you may view all bid opportunities or you may search for the solicitation noted above by typing the solicitation number in the "keyword search" box. All modifications to solicitations prior to award will be noted as an "addendum" and also available at this same location.

The *West Virginia Purchasing Bulletin* lists all bid opportunities more than \$5,000 for the state of West Virginia. Solicitations prefaced with an "A" are agency-delegated bid opportunities expected to be \$25,000 or less; those prefaced with an "C" are central Purchasing Division solicitations expected to exceed \$25,000.

Additional information may be accessed by clicking on the summary or details of the solicitation.

Should you decide to bid on this opportunity, you may submit a bid through the acceptable delivery methods including electronic submission via wvOASIS system, hand delivery, delivery by courier, or by facsimile; however, the Purchasing Division cannot accept bids via electronic mail.

Thank you for your interest in doing business with the State of West Virginia. Should you have any questions regarding becoming a registered vendor with the Purchasing Division, please visit our vendor registration webpage at <http://www.state.wv.us/admin/purchase/VendorReg.html>.

West Virginia Purchasing Division
WVPurchasing.gov