



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

State of West Virginia
 Centralized Request for Quote
 Highways

Proc Folder: 1091624		Reason for Modification:	
Doc Description: ADDENDUM NO_2 Asphalt Materials, Pick Up by Agency		ADDENDUM NO_2 Vendor Question and Response	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-04	2022-10-06 13:30	CRFQ 0803 DOT2300000035	3

BID RECEIVING LOCATION

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

10/06/22 11:22:00
 Purchasing Division

VENDOR

Vendor Customer Code: 000000112893

Vendor Name : Camden Materials , LLC

Address :

Street : 2950 Charles Ave.

City : Dunbar

State : WV **Country :** USA **Zip :** 25064

Principal Contact : Matthew Campbell

Vendor Contact Phone: 304-768-9733 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  FEIN# 20-4662043 DATE 10-4-22

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials, Pick Up by Agency contract for use by WVDOH on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

THIS CONTRACT WILL REPLACE CONTRACTS THAT EXPIRE 12/31/22

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Section 401 - Base I	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Asphalt Section 401 - 25mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Asphalt Section 401 - Base II	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Asphalt Section 401 - Patch and Level	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Asphalt Section 401 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Asphalt Section 402 - Wearing IV	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Asphalt Section 401 - 19mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Asphalt Section 401 - Scratch Course	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Asphalt Section 402 - 9.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Asphalt Section 401 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Asphalt Section 402 - Wearing 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Asphalt Section 401 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Asphalt Section 402 - 4.75mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Asphalt Section 401 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Asphalt Section 402 - Wearing III	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Asphalt Section 401 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Asphalt Section 402 - 12.5mm Superpave	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Asphalt Plant Run	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Surcharge for PG Binder - 64H minus 22	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Surcharge for PG Binder - 64E minus 22 - ordered in 400 ton	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
12161804			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	ESAL Surcharge - 3 million to 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	ESAL Surcharge - Greater than 20 million ESALs	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Off-Season Plant Opening - First Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Off-Season Plant Opening - Each Additional Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-09-27

	Document Phase	Document Description	Page
DOT2300000035	Draft	ADDENDUM NO_2 Asphalt Materials, Pick Up by Agency	15

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT2300000035

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2300000035 (“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

Additional Documentation:

Vendor Question and Response

Bid Opening remains 10/6/2022 at 1:30pm

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.

Solicitation Number #DOT2300000035 (Asphalt Materials, Pick Up by Agency)

Responses to Questions from Vendors

Question 1:

Could the DOH's explain their intent of Section 3.3.4 ESAL Surcharge, Contract Items 24 and 25? It is slightly confusing as written... people are calling me for an explanation, and I think it needs to be addressed globally to all bidders.

I think the hold up is how it is written... really it should be stated in regard that dolomite needs to be replaced with a secondary aggregate in 402 items that have higher ESAL counts than 3million...The producers are never required to use Dolomite, however the produces are limited on how much dolomite they are allowed to use when ESAL counts exceed 3million. At 3 million EASLS the specifications call out that Dolomite may be used at 100% of the coarse fraction. However, at >3million EASLS Dolomite is only allowed to be used at 50% by weight of the coarse aggregate and other potentially more expensive stone would have to be utilized.

Answer 2:

Thank you for bringing this to our attention. We have amended the Contract Specifications, to be included with this addendum, in Section 3.3.4 in the Asphalt Materials, Pick Up by Agency solicitation to the following language:

ESAL Surcharge, Contract Items 21 and 22, is a surcharge to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

- 11.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 11.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Matthew Campbell
Telephone Number: 304-768-9733
Fax Number: 304-768-9351
Email Address: matt.campbell@na.crh.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

- 9.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

10. VENDOR DEFAULT:

- 10.1** The following shall be considered a vendor default under this Contract.
- 10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.
- 10.2** The following remedies shall be available to Agency upon default.
- 10.2.1** Immediate cancellation of the Contract.
 - 10.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3** Any other remedies available in law or equity.

11. MISCELLANEOUS:

- 11.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 11.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

(wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

9. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 9.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall notify the WVDOH within two (2) hours of receipt of their inability to provide the product, otherwise the WVDOH will consider the Delivery Order as accepted and will commence with pick up as stated on the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from another low bid Vendor or proceed with an Emergency Purchase from the open market. Upon Vendor's acceptance, WVDOH should submit an ADO in wvOASIS and provide the Vendor with the ADO number for their reference.
- 9.2 Availability Time:** Vendor shall have ordered product available for pick up by agency within no more than one (1) working day after the order is received. Vendor shall have material available for pick up in accordance with the with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.
- 9.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in product availability that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 9.4 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. The WVDOH District Engineer or their designee shall factor in the proximity of plant to the project site and related haul/fuel expenses when determining low bid vendor.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

8. **ORDERING AND PAYMENT:**

- 8.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured and shall provide certification to WVDOH Operations Division prior to processing Agency orders online.
- 8.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order and an ADO entered into WVOASIS. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.
- 8.3 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

Submitting Pricing Pages except those provided with this solicitation, as described in Section 6.3 shall result in the disqualification of all Contract Items bid on the erroneous Pricing Pages.

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

6.3.4 **Electronic Forms:** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheets (ATT A) for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

*****OASIS BID SUBMISSION NOTES*****

Bid evaluations will be based on the bid prices submitted on the Pricing Pages Attachment A (ATT A). Bid Prices and comments made in the wvOASIS system on the Commodity lines/description lines etc. will not be considered for bid evaluation or award. Bids that do not include ATT A WILL BE DISQUALIFIED.

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

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

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

of need, following the Determining Low Bid Per Project process described in Section 7.

- 6.2 Cooperative Contracting:** The purchase prices on all Contract Items on this contract shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.
- 6.3 Pricing Pages Spreadsheet:** Vendor shall complete the Pricing Pages spreadsheet by first reading the Vendor Instructions section at the top of the Pricing Pages, Attachment A (ATT A), then completing Parts I, II and III of the spreadsheet. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

6.3.1 Vendor Instructions:

- **Part I - VENDOR ASPHALT PLANT INFORMATION (Required):** Vendor shall provide their name, Asphalt Plant Name, and Asphalt Plant Location (911 address). Failure to list the Asphalt Plant Name and Location will result in disqualification of all bids on associated Pricing Pages spreadsheet.
- **Part II - WVDOH DISTRICTS SERVED BY ASPHALT PLANT_ (Required):** Vendor shall mark all WVDOH Districts which the stated Vendor and Asphalt Plant may serve.
- **Part III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID:** Vendor shall list their bid price, per unit of measure, for each Contract Items they intend to bid. Vendors may bid any or all Contract Items on the Pricing Pages spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item(s).

- 6.3.2** Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item. Changing the Contract Item Descriptions, Column Headers, Units of Measure, or Estimated Quantities on the Pricing Pages, Attachment A (ATT A), shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

**REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency**

adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.2.A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment

Mbp = Monthly base price at time of placement

Cbp = Contract Base Price at time of bidding

C = Cost Adjustment Factors per Unit, as per Figure 4.2.A

Q = ‘As Constructed’ Quantity

FIGURE 4.2.A

Description	Factor	Applicable Item
Asphalt Material	0.43	Contract Items 1 through 18

The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for September 2022. Contract Base Price at time of bid will be based on September 2022.

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

- 5. ACCEPTANCE PLAN:** Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP’s, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

6. CONTRACT AWARD:

- 6.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of these contract specifications. The low bid vendor will be determined at the time

**REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency**

half of the additional day charge, or in this case, 20% of the additional day charges.

3.3.6.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

4. PRICE ADJUSTMENTS:

4.1 Price Adjustment of Asphalt Cement: Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for **Contract Items 1 through 18** is provided for in the Standard Specs Section 109, as amended. Refer to the table below:

Contract Item	Description	AC (Average Asphalt Content)
1	Section 401 – Base I	3.9
2	Section 401 – 25mm Superpave	4.4
3	Section 401 – Base II	5.0
4	Section 401 – Patch and Level	5.0
5	Section 401 – Wearing IV	5.2
6	Section 402 – Wearing IV	5.1
7	Section 401 – 19mm Superpave	4.7
8	Section 401 – Scratch Course	5.9
9	Section 402 – 9.5mm Superpave	6.1
10	Section 401 – Wearing I	6.1
11	Section 402 – Wearing I	6.0
12	Section 401 – 4.75mm Superpave	7.6
13	Section 402 – 4.75mm Superpave	7.2
14	Section 401 – Wearing III	7.3
15	Section 402 – Wearing III	7.5
16	Section 401 – 12.5mm Superpave	5.6
17	Section 402 – 12.5mm Superpave	5.6
18	Plant Run	5.7

4.2 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract,

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

3.3.6 Off-Season Plant Opening, Contract Item T, is necessary if a Vendor is required to open their plant in the off-season to service the needs of the WVDOH, in which case an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for offseason plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

3.3.6.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer or their designee, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.3.6.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

A. Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

B. The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

purchased when the pick-up of those materials is by WVDOH forces or other agency as describe in Section 6.2.

- 3.3.2 Plant Run Asphalt, Contract Item 18, may be substituted for Contract Items 1 through 17 only when the use of Plant Run has been requested by the WVDOH District Engineer, or their designee, having determined that the Plant Run material is suitable for use; and only when all other equivalent items of material are not available. All Plant Run material shall meet the Standard Specs, or in instances where the Plant Run material was produced for a neighboring state, must meet the specifications of the adjacent state highway department, unless otherwise deemed acceptable by the WVDOH District Engineer, or their designee.**
- 3.3.3 Performance Grade Binder, Contract Items 19 and 20, is a surcharge to compensate the Vendor for supplying Asphalt when PG Binder is substituted for the standard binder.**
- 3.3.4 ESAL Surcharge, Contract Items 21 and 22, is a surcharge to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.**
- 3.3.5 Seasonal Readiness:** It is WVDOH's intention that WVDOH forces shall commence spring pothole patching as early as the weather permits and once started, early pothole patching work shall be continuous, as weather permits. The **2023 WVDOH Spring HMA Patching Estimate, Exhibit 1 (EXH 1)**, is provided to demonstrate WVDOH's anticipated daily needs for the early season. The estimate represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Awarded Vendors should have their asphalt plant(s) operational and available for asphalt production, upon WVDOH request and weather permitting, no later than March 16th. As per Section 9.1, if the low bid Vendor is not operational and available for asphalt production, WVDOH will consider this as a Delivery Order refusal, and the WVDOH will obtain the goods or services from the next low bid Vendor who is available.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 401, as amended.

A hard copy of the current Standard Specs may be purchased by using the [Standard Specifications Order Form](#). The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, West Virginia 25301

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

- 3.2 Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

Certification and Signature Page
Addendum Acknowledgement Form
Valid West Virginia Contractor's License, if applicable.
Contract Manager Page
Valid Certificate of Insurance; and,
Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

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

3.3.1 Materials: Contract Items 1 through 17, are considered Materials. Materials from this contract SHALL ONLY be

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

- 2.7 **“FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.8 **“MCS&T”** - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.9 **“MP”** - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers referenced throughout these Contract Specifications are available at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.10 **“PG”** – Performance Grade.
- 2.11 **“Plant Run”** is an asphalt mixture available for purchase through the Vendor, which was not initially produced for WVDOH use, but is available for WVDOH purchase as a substitute. At the determination and request of the WVDOH District Engineer, or their designee, Plant Run material may be substituted at a flat rate for **Contract Items 1 through 17**.
- 2.12 **“Pricing Pages”** - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** which are used to evaluate the Solicitation responses. The sourced Asphalt Plant name and location shall be identified on each Pricing Page submission. Bids with multiple Asphalt Plants will require multiple Pricing Page submissions, one for each plant listed.
- 2.13 **“Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.14 **“Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **“WVDOH” or “Agency”** – means the West Virginia Division of Highways.

REQUEST FOR QUOTATION
Asphalt Materials, Pick Up by Agency

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials, Pick Up by Agency contract for use by WVDOH on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Contract pricing shall be made available to other public agencies upon their request and with the approval of the West Virginia Purchasing Division.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"ADO" or Agency "Delivery Order"** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **"Approved Source," "Approved Plant," "Approved Product," or "Approved Vendor"** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

 - 2.3 **"Asphalt", "Hot Mix Asphalt" and "HMA"** - Terms used interchangeably for asphalt.

 - 2.4 **"Contract Item" or "Contract Item(s)"** – Contract Items are identified in Section 3 of this Solicitation.

 - 2.5 **"Contractor" or "Vendor"** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.

 - 2.6 **"ESAL"** – means equivalent single axle load. ESAL establishes a damage relationship for comparing the effects of axles carrying different loads.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2300000035

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 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.

Camden Materials, LLC

Company



Authorized Signature

10-4-22

Date

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

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: Camden Materials, LLC

Authorized Signature:  Date: September 29, 2022

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 29th day of September 2022

My Commission expires 3-10, 2024

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)
Victoria W McGrew
2950 Charles Ave.
Dunbar, WV 25064
My Commission Expires March 10, 2024

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Camden Materials, LLC Address: 2950 Charles Ave
Dunbar WV 25064

Name of Authorized Agent: Matthew Campbell Address: 1900 Kanawha Blvd. E
Charleston, WV 25305

Contract Number: CRFQ 0803 DOT2300000035 Contract Description: Asphalt Materials, Pick Up by Agency

Governmental agency awarding contract: West Virginia Division of Highways

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.

SEE ATTACHMENT B

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: 

Date Signed: September 29, 2022

Notary Verification

State of West Virginia, County of Kanawha:

I, Matthew Campbell, 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 29th day of September, 2022.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



CAMDEN MATERIALS, LLC

1. Camden Materials, LLC of 2950 Charles Avenue Dunbar, WV 25064 is a Limited Liability Company. West Virginia Paving, Inc. of 2950 Charles Avenue Dunbar, WV 25064 owns 50% of Camden Materials, LLC and is the managing member of that entity. Kelly Paving, Inc. of P.O. Box 366, Williamstown, WV 26187 owns 50% of Camden Materials, LLC.
2. West Virginia Paving, Inc. of 2950 Charles Avenue Dunbar, WV 25064 is a wholly owned subsidiary of The Shelly Holding Company of 80 Park Drive, Thornville, OH 43076.
3. The Shelly Holding Company is a wholly owned subsidiary of CRH Americas Materials, Inc. of 900 Ashwood Parkway, Suite 700, Atlanta GA 30338.
4. CRH Americas Materials, Inc. is a wholly owned subsidiary of Oldcastle Finance, Inc., 900 Ashwood Parkway, Suite 600, Atlanta GA 30338.
5. The ultimate parent company of Oldcastle Finance, Inc. is CRH plc of Stonemason's Way, Rathfarnham, Dublin 16, D16 KH51, Ireland. CRH plc is a publicly traded entity and has American Depository Receipts listed on the New York Stock Exchange under symbol "CRH."

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	CONTACT NAME: Jennifer Drake PHONE (A/C, No, Ext): (304) 720-2000 E-MAIL ADDRESS: jdrake@mountainstateinsurance.com	FAX (A/C, No): (304) 720-2002
	INSURER(S) AFFORDING COVERAGE	
INSURED Camden Materials, LLC 2950 Charles Avenue Dunbar WV 25064	INSURER A: Westfield	NAIC # 24112
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 22 23 Liab

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		TRA3223998	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		TRA3223998	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

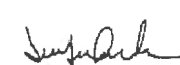
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or agreement

WVDOT West Virginia Division of Highways is Additional Insured.

CRFQ 0803 DOT2300000035 Asphalt Materials, Pick Up by Agency

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Division of Highways 1900 Kanawha Blvd E. Bldg 5 Room A737 Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.

September 29, 2022

Camden Materials, LLC
2950 Charles Ave.
Dunbar, WV 25064

To whom it may concern:

Camden Materials, LLC is a supplier of materials only for the State of West Virginia.

There will be no labor provided, therefore we are not required to carry Workers Compensation.

Sincerely,



Matthew Campbell
Managing Member

Asphalt Materials Pick Up by Agency
ATTACHMENT A PRICING PAGE (ATT A)

VENDOR INSTRUCTIONS:

Vendor shall complete Parts I, II and III below in their entirety. **Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the disqualification of corresponding bid.** Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: Camden Materials, LLC
 Asphalt Plant Name: Camden Materials, LLC
 Asphalt Plant Location: 202 Hickory Street
 (911 Address) Parkersburg, WV 26101

PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

- District 1: Boone, Clay, Kanawha, Mason and Putnam counties
- District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8: Pendleton, Pocahontas, Randolph and Tucker counties
- District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	84.00
2	Asphalt Section 401 - 25mm Superpave	TON	88.00
3	Asphalt Section 401 - Base II	TON	88.00
4	Asphalt Section 401 - Patch and Level	TON	88.00
5	Asphalt Section 401 - Wearing IV	TON	89.50
6	Asphalt Section 402 - Wearing IV	TON	103.00
7	Asphalt Section 401 - 19mm Superpave	TON	89.00
8	Asphalt Section 401 - Scratch Course	TON	93.50
9	Asphalt Section 402 - 9.5mm Superpave	TON	105.00
10	Asphalt Section 401 - Wearing 1	TON	92.50
11	Asphalt Section 402 - Wearing 1	TON	103.00
12	Asphalt Section 401 - 4.75mm Superpave	TON	108.00
13	Asphalt Section 402 - 4.75mm Superpave	TON	108.00
14	Asphalt Section 401 - Wearing III	TON	108.00
15	Asphalt Section 402 - Wearing III	TON	108.00

Asphalt Materials Pick Up by Agency
ATTACHMENT A PRICING PAGE (ATT A)

PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)

Vendor Name: Camden Materials, LLC
 Asphalt Plant Name: Camden Materials, LLC
 Asphalt Plant Location: 202 Hickory Street
 (911 Address) Parkersburg, WV 26101


PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required). Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

- District 1: Boone, Clay, Kanawha, Mason and Putnam counties
- District 2: Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4: Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6: Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7: Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8: Pendleton, Pocahontas, Randolph and Tucker counties
- District 9: Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10: McDowell, Mercer, Raleigh and Wyoming counties

PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.

Contract Item #	Contract Item Description	Unit of Measure	List Price
16	Asphalt Section 401 - 12.5mm Superpave	TON	95.00
17	Asphalt Section 402 - 12.5mm Superpave	TON	105.00
18	Asphalt Plant Run	TON	92.50
19	Surcharge for PG Binder - 64H minus 22	TON	5.00
20	Surcharge for PG Binder - 64E minus 22 - ordered in 400 ton increments	TON	15.00
21	ESAL Surcharge - 3 million to 20 million ESALs	TON	0.25
22	ESAL Surcharge - Greater than 20 million ESALs	TON	0.50
23	Off-Season Plant Opening - First Day	DAY	2500.00
24	Off-Season Plant Opening - Each Additional Day	DAY	500.00

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.

(Name, Title) 
(Printed Name and Title) Matthew Campbell Managing Member
(Address) 2950 Charles Ave. Dunbar, WV 25064
(Phone Number) / (Fax Number) 304-768-9733 304-768-9351
(email address) matt.campbell@na.crh.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Camden Materials, LLC
(Company) 
(Authorized Signature) (Representative Name, Title)
Matthew Campbell Managing Member
(Printed Name and Title of Authorized Representative) (Date)
304-768-9733 304-768-9351
(Phone Number) (Fax Number)
matt.campbell@na.crh.com
(Email Address)