



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

## Header 1

## General Information

## Contact

## Default Values

## Discount

## Document Information

## Clarification Request

Procurement Folder: 1484863

Procurement Type: Central Master Agreement

Vendor ID: VS0000001756 

Legal Name: CXT INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/18/2024 

Response Time: 11:12

Responded By User ID: Carr 

First Name: Jason

Last Name: Norman

Email: jnorman@lbfooster.com

Phone: 304-850-6309

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2500000016

Published Date: 9/4/24

Close Date: 9/18/24

Close Time: 13:30

Status: Closed

Solicitation Description: Precast Concrete Lagging

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
Solicitation Response

Proc Folder: 1484863  
Solicitation Description: Precast Concrete Lagging  
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-09-18 13:30	SR 0803 ESR09182400000002051	1

VENDOR  
VS0000001756  
CXT INC

Solicitation Number: CRFQ 0803 DOT2500000016  
Total Bid: 0  
Response Date: 2024-09-18  
Response Time: 11:12:25  
Comments:

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

Vendor Signature X FEIN# DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Precast concrete element 6"x24"x45"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Precast concrete element 6"x24"x69"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Precast concrete element 8"X24"X45"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Precast concrete element 8"x24"x57"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Precast concrete element 8"x24"x69"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Precast concrete element 8"x24"x93"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Precast concrete element 8"x24"x117"	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30103619			

**Commodity Line Comments:** See pricing page in attached bid file for pricing

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



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: 1484863

Doc Description: Precast Concrete Lagging

Reason for Modification:

ADDENDUM NO\_1  
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-09-04	2024-09-18 13:30	CRFQ 0803 DOT2500000016	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: VS0000001756

Vendor Name: CxT Inc.

Address: PO Box 265

Street :

City : Waverly

State : WV

Country : USA

Zip : 26184

Principal Contact :

Vendor Contact Phone:

Extension:

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor  
Signature X

FEIN#

91-1498605

DATE

9-17-2024

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

**ADDITIONAL INFORMATION****ADDENDUM NO\_1**

Addendum No\_1 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 contract for Precast Concrete Lagging for use for WVDOH projects throughout the state of West Virginia. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

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
1	Precast concrete element 6"x24"x45"	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30103619			

**Extended Description:**

SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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US		US	

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Comm Code	Manufacturer	Specification	Model #
30103619			

**Extended Description:**

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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
3	Precast concrete element 8"X24"X45"	0.00000	EA		

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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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30103619			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST



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
5	Precast concrete element 8"x24"x69"	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30103619			

**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Precast concrete element 8"x24"x93"	0.00000	EA		

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**Extended Description:**  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

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
7	Precast concrete element 8"x24"x117"	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description:  
SEE ATTACHED PRICING PAGE - ATTACHMENT A, FOR ACTUAL COST

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2024-08-30

**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.

(Printed Name and Title) Keith J Koslelac Project Manager  
(Address) PO Box 265 Waverly, WV 26184  
(Phone Number) / (Fax Number) 304-481-8945  
(email address) KKoslelac@Lbfoster.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

CxT Inc.  
(Company)  
[Signature]  
(Signature of Authorized Representative)  
Keith J Koslelac Project Manager 9/18/24  
(Printed Name and Title of Authorized Representative) (Date)  
304-481-8945  
(Phone Number) (Fax Number)  
KKoslelac@Lbfoster.com  
(Email Address)

**Precast Concrete Lagging, by District 6625C005**  
**Pricing Page, Attachment A (ATT A)**

**Vendor Instructions:** Vendor shall provide the fabrication source and the bid prices for the districts below which they choose to bid. **Failure to provide the Fabrication Source(s) will result in the disqualification of the bid submission** (Section 3.2.2). Vendor shall provide a bid price for each contract item they are bidding, per District. Delivery shall be F.O.B. destination to any designated delivery site within the District, as specified on the ADO at the time of order. This is a multiple vendor award contract. A contract shall be awarded to the lowest bid vendor, per Contract Item. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

**Vendor Name:** CXT Inc.  
**Fabrication Source(s):** CXT Inc.  
*\*Required* 362 Waverly Road  
 Williamstown, WV 26187

Size:	6"x24"x45"	6"x24"x69"	8"x24"x45"	8"x24"x57"	8"x24"x69"	8"x24"x93"	8"x24"x117"
Unit of Measure:	Each	Each	Each	Each	Each	Each	Each
<b>District 1: Boone, Clay, Kanawha, Mason &amp; Putnam Counties</b>							
<i>Estimated Qty:</i>	80	1000	60	48	800	32	24
<b>Bid Price:</b>	<b>\$7,705.00</b>	<b>\$145,446.03</b>	<b>\$6,549.86</b>	<b>\$8,217.00</b>	<b>\$132,202.86</b>	<b>\$8,660.89</b>	<b>\$7,456.54</b>
<b>District 2: Cabell, Lincoln, Logan, Mingo &amp; Wayne Counties</b>							
<i>Estimated Qty:</i>	500	54	60	48	600	32	24
<b>Bid Price:</b>	<b>\$54,978.13</b>	<b>\$8,945.59</b>	<b>\$7,641.36</b>	<b>\$9,308.50</b>	<b>\$115,524.64</b>	<b>\$9,752.39</b>	<b>\$8,548.04</b>
<b>District 3: Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt &amp; Wood Counties</b>							
<i>Estimated Qty:</i>	900	54	600	48	40	100	24
<b>Bid Price:</b>	<b>\$85,328.44</b>	<b>\$7,733.84</b>	<b>\$64,296.07</b>	<b>\$8,096.75</b>	<b>\$6,489.89</b>	<b>\$26,689.49</b>	<b>\$7,336.29</b>
<b>District 4: Doddridge, Harrison, Marion, Monongalia, Preston &amp; Taylor Counties</b>							
<i>Estimated Qty:</i>	80	54	60	48	40	32	24
<b>Bid Price:</b>	<b>\$8,084.25</b>	<b>\$8,233.34</b>	<b>\$6,929.11</b>	<b>\$8,596.25</b>	<b>\$6,989.39</b>	<b>\$9,040.14</b>	<b>\$7,835.79</b>
<b>District 5: Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral &amp; Morgan Counties</b>							
<i>Estimated Qty:</i>	80	54	60	48	40	32	24
<b>Bid Price:</b>	<b>\$9,009.25</b>	<b>\$9,158.34</b>	<b>\$7,854.11</b>	<b>\$9,521.25</b>	<b>\$7,914.39</b>	<b>\$9,965.14</b>	<b>\$8,760.79</b>
<b>District 6: Brooke, Hancock, Marshall, Ohio, Tyler &amp; Wetzel Counties</b>							
<i>Estimated Qty:</i>	80	54	800	48	600	100	24
<b>Bid Price:</b>	<b>\$7,538.50</b>	<b>\$7,687.59</b>	<b>\$85,111.43</b>	<b>\$8,050.50</b>	<b>\$96,654.64</b>	<b>\$26,544.96</b>	<b>\$7,290.04</b>
<b>District 7: Barbour, Braxton, Gilmer, Lewis, Upshur &amp; Webster Counties</b>							
<i>Estimated Qty:</i>	80	54	60	48	40	32	24
<b>Bid Price:</b>	<b>\$7,621.75</b>	<b>\$7,770.84</b>	<b>\$6,466.61</b>	<b>\$8,133.75</b>	<b>\$6,526.89</b>	<b>\$8,577.64</b>	<b>\$7,373.29</b>
<b>District 8: Pendleton, Pocahontas, Randolph &amp; Tucker Counties</b>							
<i>Estimated Qty:</i>	80	54	60	48	40	32	24
<b>Bid Price:</b>	<b>\$7,584.75</b>	<b>\$7,733.84</b>	<b>\$6,429.61</b>	<b>\$8,096.75</b>	<b>\$6,489.89</b>	<b>\$8,540.64</b>	<b>\$7,336.29</b>
<b>District 9: Fayette, Greenbrier, Monroe, Nicholas &amp; Summers Counties</b>							
<i>Estimated Qty:</i>	200	200	250	48	300	32	24
<b>Bid Price:</b>	<b>\$20,256.88</b>	<b>\$30,562.35</b>	<b>\$28,948.36</b>	<b>\$8,614.75</b>	<b>\$52,559.20</b>	<b>\$9,058.64</b>	<b>\$7,854.29</b>
<b>District 10: McDowell, Mercer, Raleigh &amp; Wyoming Counties</b>							
<i>Estimated Qty:</i>	80	1000	60	48	250	32	24
<b>Bid Price:</b>	<b>\$8,593.00</b>	<b>\$161,890.48</b>	<b>\$7,437.86</b>	<b>\$9,105.00</b>	<b>\$46,863.39</b>	<b>\$9,548.89</b>	<b>\$8,344.54</b>

# **SOLICITATION NUMBER: CRFQ DOT250000016**

## **Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2500000016 ("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:**

Bid Opening remains 09/18/2024 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 #CRQM DOT25\*4

Responses to Questions from Vendors

**Question 1**

Last year's bid had a 4" lagging line item, is that product discontinued, or is it being serviced for another year by us. If so, we cannot service this size at the current price, and you may need to revise the bid before it gets any further along.

**Answer 1**

According to the Precast Concrete Lagging Standard Detail, Exhibit 1 (EXH 1), lagging thickness must be either 6" or 8." The Standard Specifications for Bridges and Roads section 614.7 provides additional thickness detail.

The previous lagging contract will expire prior to the effective date of this contract. Four-inch lagging bid on the previous contract will no longer be a valid contract item, after the award of this contract.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2500000016**

**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 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.

CxT Inc.

Company

[Signature]

Authorized Signature

9-17-2024

Date

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

REQUEST FOR QUOTATION  
Precast Concrete Lagging

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Precast Concrete Lagging for use for WVDOH projects throughout the state of West Virginia.
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” and “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 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
  - 2.3 **“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.
  - 2.4 **“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.
  - 2.5 **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these Specifications.
  - 2.6 **“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>.



REQUEST FOR QUOTATION  
Precast Concrete Lagging

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- 2.7 “MP” - Materials Procedure established by MCS&T. Reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.8 “MPa” means megapascal, a unit of measure used to describe the pressure ranges and ratings of hydraulic systems.
- 2.9 “Pricing Pages,” “Attachment A,” and “ATT A” - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.10 “PSI” means pounds per square inch.
- 2.11 “Solicitation” - The official notice of an opportunity to supply the State with goods or services.
- 2.12 “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.
- 2.13 “WVDOH” or “Agency” - Interchangeable terms for the West Virginia Division of Highways.

**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 to, but are not limited to, the requirements of **MP 604.02.40** as amended, and Standard Specs Sections 614, as amended. Material Procedures can be found at <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from Technical Support Division, by completing the Specification Order Form provided within the website.

REQUEST FOR QUOTATION  
Precast Concrete Lagging

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

**3.2.1** Precast concrete lagging shall be fabricated in accordance with the requirements of MP 604.02.40, as amended, and shall have a minimum 28-day concrete compressive strength of 3,000 PSI (21 MPa) and an entrained air content of 7% +/- 2.5%.

**3.2.2** All precast concrete lagging must be supplied from a WVDOH Materials Control Soils and Testing MCS&T Division Approved Precast Concrete Fabricator. A list of current **Approved Precast Concrete Fabricators** is available at:  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).

**3.2.3** Precast concrete lagging shall be requested in various sizes of thickness and lengths. See “**Precast Concrete Lagging Detail**,” **Exhibit 1 (EXH 1)**, for details on each size of precast lagging. Sizes of Precast Concrete Lagging are shown on the Pricing Pages, Attachment A (ATT A).

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. This is a multiple vendor award contract. Vendors may bid any or all contract items. The lowest responsible bidding Vendor, per Contract Item, per District, meeting the required specifications shall be awarded a contract.

**4.2 Pricing Pages, Attachment A (“ATT A”):** Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall provide the name and address of their fabrication source (reference Section 3.2.2) and shall provide a bid price for the lagging sizes they are bidding, priced per district. Failure to provide the fabrication source information will result in the Vendor’s entire bid being disqualified. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor’s bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

**4.2.1** The Pricing Pages contain a list of Contract Items and estimated purchase volumes. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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**4.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

**4.2.3** Changing a column or row description, Contract Item description, unit 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.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

**4.3 Contract Award Transition:** Upon 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 order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any 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 order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

**4.4 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, 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.

**5. ORDERING AND PAYMENT:**

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- 5.1 Ordering:** Vendor shall accept orders through 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 can 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 prior to processing Agency orders online.
- 5.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final” prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.
- 5.3 Payment:** Upon completion of the work indicated on the ADO, 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 ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH’s discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADOs and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event

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of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from another Vendor or proceed with an emergency purchase from the open market.

- 6.2 Delivery Time:** Vendor shall deliver standard orders within 21 calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.3 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 delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled delivery date noted on the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the West Virginia Purchasing Division.

- 6.3.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

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**Table 108.7.1**  
**Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

**6.3.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

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

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

**6.5 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 arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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- 6.6 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.

**7. VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2** Failure to comply with other specifications and requirements contained herein.
  - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
  - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 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.
- 8.2 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.

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- 8.3 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.
- 8.4 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: Keith J Kostelac  
Telephone Number: 304-850-6305  
Fax Number: \_\_\_\_\_  
Email Address: KKostelac@LBFoster.com

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