

DATE PRINTED

State of West Virginia
Department of Administration
Purchasing Division

Request for
Quotation 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for

8H-P

6610C007

FREIGHT TERMS

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE Phoenix Services LLC Metal Services P.O. Box 2495 weirton, WV. 26062

TERMS OF SALE SHIP VIA

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications. Any deviation from the
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,



Request for Quotation 6610C00

6610C007

ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE Phoenix Services, LLC.
Metal Services
P.O. Box 2495
Weirton, WV 26062

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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



RFQ COPY

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P.O. Box 2495

Phoenix Services, LLC Metal Services

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

Request for Quotation

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MICHAEL AUSTIN 304-558-2402

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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Request for Quotation

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MICHAEL AUSTIN
304-558-2402

REQ COPY TYPE NAME/ADDRESS HERE Phoenix Services, LLC. Metal Services P.O. Box 2495 Weirton, WV 26062

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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Request for Quotation

6610C007

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MICHAEL AUSTIN 304-558-2402

RFQ COPY
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Phoenix Services, LLC.
Metal Services
PO Box 2495
Weirton, WV 26062

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
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ADDRESS CORRESPONDENCE TO ATTENTION OF THE

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6610C007

ADDRESS:CORRESPONDENCE TO ATTENTION OF: MICHAEL AUSTIN 304-558-2402

SHIP TO

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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TYPE NAME/ADDRESS HERE
Phoenix Services, LLC
Metal Services
P.O. Box 2495
Weirton, WV 26062

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Request for Quotation

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS

6610C007

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ADDRESS.CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

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TYPE NAME/ADDRESS HERE
Phoenix Services, LLC
Metal Services
PO BOX 2495
Weirton, WV 26067

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

10/15/								
BID OPENING DATE:		10/28/		CAT			OPENING TIME	01:30PM
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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 401.9.3.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways Engineering Division, Technical Section State Capitol Complex, Building 5, Room A-650 1900 Kanawha Boulevard, East, Building 5 Charleston, West Virginia 25305

MATERIAL SPECIFICATIONS ARE AS FOLLOWS:

	WVDOH STANDARD SPECIFICATION
MATERIAL (NOTE 1)	SECTION
Fine Aggregate	702 (Note 5)
Coarse Aggregate	703 (Note 5)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3
Aggregate for Base & Subbase	704.6 (Note 5)
#8 Modified and #9 Modified	Note 4

NOTE 1: Fine aggregate on the bid schedule shall be considered to be fine aggregate for portland cement concrete or mortar sand, the particular type to be specified in State Contract Purchase Orders (SCO'S). Coarse aggregate on the bid schedule is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the bid schedule is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

- 1. Crushed sandstone shall not be used as an abrasive.
- 2. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
- Total deleterious substances including but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard #4 (4. 75 mm) sieve.
- 4. When gravel is used as an abrasive, the material retained on the #8, sieve shall have a majority of crushed particles.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

SIEVE SIZE	% PASSING BY WEIGHT				
	Standard	Modified			
1/2 inch	100	100			
3/8 inch	85 — 100	85 – 100			
#100	0 – 10	0 - 4			

NOTE 3: In addition to meeting the gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2.5% passing the #200 sieve as determined by AASHTO T-11 and T-27. Modified AASHTO #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

Item I, AASHTO #7
Item J, AASHTO #8
Item K, AASHTO #9
Item R, AASHTO #8 Modified
Item S, AASHTO #9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Siag) consists of Wet Bottom Boiler Siag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances (including but not limited to metal, glass, clay, shale, and thin or elongated pieces) shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard #4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

Sieve Size	<u>% Passing by Weight</u>
1/2 inch	100
3/8 inch	85-100
#100	0-20

NOTE 6: Number 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

- 1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
- 2. Total deleterious substances including but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard #8 (2.36 mm) sieve.

B. Gradation

1. The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

Sieve Size	% Passing by Weight
3/8 inch	100
#4	40-90
#8	10-40
#100	0-5

2. BIDDING INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors <u>shall</u> provide the information requested in Subsection 12.1 & 12.2, paragraphs (a) and (b) on the bid schedule. Failure to provide required information will be sufficient grounds to invalidate the bid.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The Division of Highways may purchase aggregate and stone F.O.B. Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highways' trucks by Vendor.

Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the District Engineer/Manager.

3. DETERMINING LOW BID

Bids will be evaluated by the Division on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's bid price in dollars per ton by a "Tons per cubic yard factor" which is listed in the following table.

AGGREGATE
TONS PER CUBIC YARD FACTORS*

Class 1, 2, 9						
Class 1, 2, 9		TY	<u>PE OF MATERIAL</u>		BLAST	
AASHTO Sizes #1 thru #7 AASHTO Sizes #8 thru #10 Gabions 1.31 (2620) 1.31 (2	ITEM	LIMESTONE	SANDSTONE	GRAVEL	SLAG	STEEL SLAG
Sizes #1 thru #7 AASHTO 1.32 (2640) 1.32 (2640) 1.32 (2640) 1.20 (2400) 1.61 (3220) Sizes #8 thru #10 Gabions 1.31 (2620) 1.31 (2620) 1.31 (2620)	Class 1, 2, 9	1.46	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
Sizes #8 thru #10 Gabions 1.31 (2620) 1.31 (2620) 1.31 (2620) Shot 1.31 (2620) 1.31 (2620)	Sizes #1	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
Shot Rock, Riprap 1.31 (2620) 1.31 (2620)	Sizes #8	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Riprap 1.40 (2800) 1.40 (2800) 1.40 (2800) 1.36 (2720) 1.77 (3540)	Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	the wall also time the action that that the third time that	ينه يموا اجوا احد ومار شك فيمه اهو اهم وما يموا اجوا (چار اجوار اجوار ا
Fine 1.40 (2800) 1.40 (2800) 1.40 (2800) 1.36 (2720) 1.77 (3540)	Rock,	1.31 (2620)	1.31 (2620)	हंग्य केत द्वार कर कर वह तक कर होते हैंगे हैंगे के के के के के के के के के	ne der der der der der der der der der de	मांच क्रम महा तमने कुछ केर्य नहीं केरण एक वर्षा केरा कुछ तुम कुछ कुछ कुछ
Aggregate		1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
	Abrasives				1.28 (2560)	1.75 (3500)

^{*}Numbers in parenthesis are pounds per cubic yard

CINDERS

Source (Note 1)	Tons per Cubic Yard Factor (Note 2)
Albright Power Albright, WV	0.90 (1,792)
Burger Power Dilles Bottom, OH	1.29 (2,579)
Fort Martin Power Fort Martin, WV	0.94 (1,883)
Harrison Power Haywood, WV	0.95 (1,900)
John Amos Power Winfield, WV	0.82 (1,631)
Pleasants Power Plant Willow Island, WV	1.09 (2,185)
Mountaineer Power New Haven, WV	0.65 (1,305)
Bruce Mansfield Plant Shippingport, PA	1.09 (2,160)
Virginia Electric Power Mt. Storm, WV	0.79 (1,585)
Hatfield Power Masontown, Pa	0.85 (1,700)

Note 1: In the event the bidding source is not listed, it will be necessary for the Division to establish the weight per unit volume of said source prior to award.

Note 2: Numbers in parenthesis are pounds per cubic yard.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid "F.O.B. Vendor' Storage Site" will be awarded a contract to establish a unit price for those items bid (See Subsection 12.1):

- a. A State Contract Purchase Order (SCO) specifying Division of Highways pick up or Vendor delivery to project site will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.
- b. A Blanket State Contract Purchase Order (SCO) specifying Division of Highways pick F.O.B. Vendors Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When

material is secured on an SCO of this nature, the District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract to establish a unit price for those locations and items for which their bid is low based on cost per cubic yard (see Subsection 12.2). A State Contract Purchase Order (SCO), with the required delivery schedule, will be issued for the actual quantity of material to be delivered to the location specified. If the Vendor is unable to furnish material in accordance with the specified delivery schedule the District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to delivery requirements.

a. All qualified Vendors who are awarded F.O.B. Division Storage Sites must have the awarded items available for delivery 30 days after the contract award date.

In the event a Vendor fails to conform to the requirements stated in this contract document, the State Contract Purchase Order (SCO) or the governing specifications, the State Contract Purchase Order (SCO) may be cancelled and reissued to the next lowest bidder.

The Vendor is not authorized to ship, nor is the Division authorized to receive materials prior to issuance of an (SCO).

5. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to political sub-divisions of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

6. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project will be determined by the Division and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment. The Contractor shall deposit aggregates at the project site at

the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

7. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications.

8. WEIGHING MATERIALS DELIVERED BY MODES OF TRANSPORTATION OTHER THAN TRUCKS

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Division, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per SCO. When barge delivery is required contract item will be ordered in 1500 ton increments.

9. SAMPLING AND TESTING

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the Division. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the Division's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

Property

Gradation-Delivered Material One sample per each day of shipment (or if tested during

production, one sample per each day of production). See Note 1

Frequency

below.

Gradation-Division Pick-up

(Division pick up; A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below.

(Division pick up; A-2 Source)
One sample per 250 tons shipped and a minimum of one per week of shipment.

Moisture Content (See Note 2)

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1:

The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2:

In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division in accordance with MP 700.00.22. Items "N" & "O" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

10. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sublots). A sublot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sublot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Division within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered nonconforming to the extent that the last of its sublots is nonconforming. When a lot of material is nonconforming, then the last sublot contained therein shall have its degree of nonconformance determined as set forth below.

When a sublot of material is to have its price adjusted, the percentage point difference between the nonconforming test value and the specification limit shall be determined for each sieve size determined to be nonconforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table I.

TABLEL

NONCONFORMING SIEVE SIZE	MULTIPLICATION FACTOR		
A S S S S S S S S S S S S S S S S S S S	AMAN NAME AND ADMINISTRATION OF THE PROPERTY O		
Plus #40	1		
#40	1.5		
#50	1.5		
#100	2.0 (1.3 for		
	abrasives and cinders)		
#200	2.5		
1/2"	1		
3/8"	1		

The total measure of nonconformance of an individual sublot is the sum of all nonconformances on the various sieve sizes of that sublot. In no case, however, shall a sublot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of nonconformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

DEGREE OF NONCONFORMANCE	PERCENT OF CONTRACT PRICE TO BE REDUCED
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

^{*}The Division will make a special evaluation of the material and determine the appropriate action.

in the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile, and it has been determined from his certified test data that a nonconforming sublot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the nonconforming sublot. The quantity represented by the nonconforming sublot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of nonconforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example:

If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing

material) which equals 1.5 tons. This 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

WHERE T: = tonnage delivered

P = percent price reduction

D = cost per ton

Qn = quantity of nonconforming sublot(s)

Qt = quantity of total stockpile

If two (2) sublots are nonconforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. <u>Example</u>:

(AP1 + AP2) - TD = Final price to be paid after adjustments

OR

(AP1 + AP2 + AP3) - 2 TD = Final price to be paid after adjustments

<u>Where</u>: AP = price to be paid after initial adjustment for one nonconforming sublot determined by the above equation.

T = tonnage delivered

D = cost per ton

In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

11. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders places by State DOT agency for orders as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the DOH ordering locations:

- a. All weigh ticket numbers for material delivered during the invoicing period.
- b. Division of Highways' State Contract Purchase Order (SCO) number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished. (Total quantity invoiced shall be scale weights (supported by weigh tickets) adjusted in accordance with Section 9, Note 2.)

NOTE: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

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12. BIDDING SCHEDULE

12.1	Bidding F.O.B.	Vendor's	Storage	Site

a)	SOURCE OF MATERIAL (Stapply) (e.g., Quarry local dredging or pit location if location if Stag)	tion if Sandstone	or Limestone;	
	Phoenix Serv	1200 11C	. 4	
	mild some	7003 = 5		······································
	TIJETAI SELVICE	5 . 1		
	Metal Service 900 Pennsylv	JANIA HUE	· Weirte	on, WV
b)	EXACT LOCATION OF separate bid schedule must between Vendors storage s	t be submitted wher ites.		
Con-				
Tract Item	Description of Aggregate		d Price Per Ton <mark>/endor's Storage Si</mark> t	B
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
Α	Class 1 Aggregate			
В	Class 2 Aggregate			
C	AASHTO #1 Aggregate	***************************************	males and the second se	****
D	AASHTO #3 Aggregate	,		
E	AASHTO #4 Aggregate			
F G	AASHTO #467 Aggregate AASHTO #57 Aggregate	<u> </u>		***************************************
Н	AASHTO #57 Aggregate AASHTO #67 Aggregate			
1	AASHTO #7 Aggregate	Parameter	**************************************	***************************************
J	AASHTO #8 Aggregate	A-marint-feliment-felinis-A-mananaus-felinis-mananaus-mananaus-mana		
K	AASHTO #9 Aggregate			

NOTE: The <u>Bid Schedules</u> are ready for download on Purchasing's Web site at <u>www.state.wv.us/admin/purchase</u>

BIDDING SCHEDULE (Continued)

12.1 Bidding F.O.B. Vendor's Storage Site (Continued)

L	Stone for Gabions	
M	Fine Aggregate Standard Abrasives	
N	Modified Abrasives	
Ö		Λ/Λ
P	Riprap	
Q	Shot Rock	**************************************
R	AASHTO #8 Modified	
S	AASHTO #9 Modified	
T	Pea Gravel	**************************************
U	#11 Limestone Abrasiv	es
V	Haul by Vendor (Excep @\$ @\$	of Items Q and P): for First Ton-Mile for Each Additional Ton Mile
W	Haul by Vendor (Items	Q and/or P):
pa		for First Ton-Mile
		for Each Additional Ton-Mile
on-		
ract	Description of	Bid Price Per Ton F.O.B. Vendor's Storage Site
tem	Material	L'A'D' Aslinoi o Asoldde Alfe
ΔΔ	Cinders	<u> </u>

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

12.2 Bidding F.O.B. Division's Storage Site

		Estimated	Location of	Bid Price (\$/Ton) F.O. B.
Contract	Description	Quantity	DOH	DOH Storage Site
Item	of Aggregate	(TONS)	Storage Site	
				LIMESTONE BLAST
	<u>BROO</u>	KE COUNTY		SANDSTONE FURNACE STEEL
				GRAVEL, SAND SLAG SLAG
Α	Class 1	10000	Wellsburg	
С	No. 1	500	Wellsburg	
D	No. 3	500	Wellsburg	
G	No. 57	2000	Wellsburg	
Н	No. 67	500	Wellsburg	
1	No. 7	500	Wellsburg	
j	No. 8	5000	Wellsburg	
K	No. 9	500	Wellsburg	
L	Gabion Stone	500	Wellsburg	
N	Standard Abr.	5000	Wellsburg	#/3.00
0	Modified Abr.	5000	Wellsburg	
R	No. 8 Modified	2000	Wellsburg	
	BBOO!	KE COUNTY		
	BROOM	RE COUNTY		
Α	Class 1	6000	Weirton	
С	No. 1	500	Weirton	
D	No. 3	500	Weirton	
G	No. 57	1000	Weirton	
Н	No. 67	500	Weirton	
l	No. 7	500	Weirton	
J	No. 8	5000	Weirton	
ĸ	No. 9	1000	Weirton	
L	Gabion Stone	500	Weirton	
M	Fine Aggregate	100	Weirton	
N	Standard Abr.	4000	Weirton	#13.75
0	Modified Abr.	4000	Weirton	
Q i	Shot Rock	500	Weirton	
R	No. 8 Modified	2000	Weirton	

12. BIDDING SCHEDULE DISTRICT SIX

12.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	
				LIMESTONE BLAST	.
	HANCOC	K COUNTY		SANDSTONE FURNACE STEET GRAVEL, SAND SLAG SLAG	
А	Class 1	5000	New Manchester	ONAVEL, ONIVO OLAG OLAG	
Ĉ	No. 1	500	New Manchester		_
Ď	No. 3	500	New Manchester		
F	No. 467	3000	New Manchester		_
G	No. 57	1000	New Manchester		
H	No. 67	500	New Manchester		
1	No. 7	500	New Manchester		
J	No. 8	5000	New Manchester		
K	No. 9	1000	New Manchester		
L	Gabion Stone	500	New Manchester		
М	Fine Aggregate	100	New Manchester		
N	Standard Abr.	4000	New Manchester	#13.7	25
0	Modified Abr.	4000	New Manchester		
Q	Shot Rock	500	New Manchester		
R	No. 8 Modified	1000	New Manchester]
	<u>MARSHA</u>	LL COUNTY			
Α	Class 1	5000	Glendale		\neg
Ĉ	No. 1	0	Glendale		
Ď	No. 3	500	Glendale		
F	No. 467	3000	Glendale		
Ġ	No. 57	1000	Glendale		
Н	No. 67	500	Glendale		
1	No. 7	0	Glendale		
J	No. 8	5000	Glendale		
K	No. 9	0	Glendale		
L.	Gabion Stone	500	Glendale		
M	Fine Aggregate	100	Glendale		
N	Standard Abr.	4000	Glendale	8.8.5	50
0	Modified Abr.	4000	Glendale		
Q	Shot Rock	500	Glendale		
R	No. 8 Modified	1000	Glendale		

12.2 Bidding F.O.B. Division's Storage Site (Continued)

MARSHALL COUNTY	Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site	
GRAVEL, SAND SLAG SLAG					LIMESTONE BLAST	
A Class 1 5000 Cameron C No. 1 0 Cameron D No. 3 2000 Cameron F No. 467 600 Cameron G No. 57 400 Cameron I No. 67 1500 Cameron I No. 7 0 Cameron J No. 8 1000 Cameron K No. 9 0 Cameron C Gabion Stone 500 Cameron N Standard Abr. 3000 Cameron D No. 8 Modified Abr. 3000 Cameron C No. 1 0 Cameron D No. 8 Modified Abr. 3000 Cameron C No. 1 0 Cameron D No. 3 1000 Cameron D No. 3 1000 Cameron D No. 3 1000 Cameron D No. 67 2000 Lynn Camp D No. 67 2000 Lynn Camp J No. 8 500 Lynn Camp		<u>MARSHA</u>	LL COUNTY		1 1	1
C No. 1					GRAVEL, SAND SLAG	SLAG
D No. 3 2000 Cameron F No. 467 600 Cameron G No. 57 400 Cameron H No. 67 1500 Cameron 1 No. 7 0 Cameron J No. 8 1000 Cameron K No. 9 0 Cameron L Gabion Stone 500 Cameron N Standard Abr. 3000 Cameron Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron D No. 3 1000 Cameron C No. 1 0 Cameron D No. 3 1000 Cameron C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp J No. 8 500 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp N Modified Abr. 1000 Lynn Camp	Α	Class 1		Cameron		
F No. 467 600 Cameron G No. 57 400 Cameron H No. 67 1500 Cameron] No. 7 0 Cameron] No. 8 1000 Cameron K No. 9 0 Cameron L Gabion Stone 500 Cameron M Fine Aggregate 100 Cameron Q Shot Rock 500 Cameron R No. 8 Modified Abr. 3000 Cameron M No. 8 Modified Abr. 3000 Cameron M No. 8 Modified Abr. 3000 Cameron C Shot Rock 500 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp J No. 8 500 Lynn Camp L Camp J No. 8 500 Lynn Camp J No. 8 500 Lynn Camp L Camp J No. 8 500 Lynn Camp L Camp J No. 8 500 Lynn Camp L Camp J No. 8 500 Lynn Camp L Cadon Stone 500 Lynn Camp L Camp L Cadon Stone 500 Lynn Camp L Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp						
G No. 57				Cameron		
H No. 67 1500 Cameron	F			Cameron		
No. 7	G	No. 57		Cameron		
J No. 8	Н	No. 67	1500			
K No. 9	1	No. 7		Cameron		
L Gabion Stone 500 Cameron M Fine Aggregate 100 Cameron N Standard Abr. 3000 Cameron O Modified Abr. 3000 Cameron Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp C Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Shot Rock 500 Lynn Camp	J	No. 8	1000			
M Fine Aggregate 100 Cameron N Standard Abr. 3000 Cameron O Modified Abr. 3000 Cameron Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. <	K	No. 9		Cameron		
N Standard Abr. 3000 Cameron O Modified Abr. 3000 Cameron Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp Q Shot Rock 500 Lynn Camp	L	Gabion Stone		Cameron	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
O Middified Abr. 3000 Cameron Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp K No. 9 0 Lynn Camp C Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp	M	Fine Aggregate		Cameron		
Q Shot Rock 500 Cameron R No. 8 Modified 3000 Cameron MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp K No. 9 0 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp O Shot Rock 500	N	Standard Abr.		Cameron		31 24, 25
MARSHALL COUNTY A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	0	Modified Abr.		Cameron		
MARSHALL COUNTY A Class 1 3000 Lynn Camp	Q	Shot Rock	500	Cameron		
A Class 1 3000 Lynn Camp C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	R	No. 8 Modified	3000	Cameron		
C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp		MARSH/	ALL COUNTY			
C No. 1 0 Lynn Camp D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	Α	Class 1	3000	Lynn Camp		
D No. 3 1000 Lynn Camp F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp			0	Lynn Camp		
F No. 467 400 Lynn Camp G No. 57 200 Lynn Camp H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp		No. 3	1000	Lynn Camp		
H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp			400	Lynn Camp		
H No. 67 2000 Lynn Camp I No. 7 0 Lynn Camp J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	G	No. 57	200	Lynn Camp		
No. 7		No. 67	2000	Lynn Camp		
J No. 8 500 Lynn Camp K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp		No. 7	0	Lynn Camp		
K No. 9 0 Lynn Camp L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	J	No. 8	500	Lynn Camp		
L Gabion Stone 500 Lynn Camp M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp			0	Lynn Camp		··
M Fine Aggregate 100 Lynn Camp N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp			500	Lynn Camp		
N Standard Abr. 1000 Lynn Camp O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp	M	Fine Aggregate	100	Lynn Camp		
O Modified Abr. 1000 Lynn Camp Q Shot Rock 500 Lynn Camp		• • •	1000	Lynn Camp	·	8/24.75
Q Shot Rock 500 Lynn Camp		Modified Abr.	1000	Lynn Camp		
		Shot Rock	500	Lynn Camp		
1/ 110. O itto otto otto otto otto otto otto ot	R	No. 8 Modified	2000	Lynn Camp		

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
				LIMESTONE BLAST
	<u>MARSHAL</u>	<u>L COUNTY</u>		SANDSTONE FURNACE STEEL
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	GRAVEL, SAND SLAG SLAG
Α	Class 1	4000	Sand Hill	
С	No. 1	0	Sand Hill	
D	No. 3	800	Sand Hill	
F	No. 467	400	Sand Hill	
G	No. 57	200	Sand Hill	
H	No. 67	500	Sand Hill	
1	No. 7	0	Sand Hill	
J	No. 8	500	Sand Hill	
K	No. 9	0	Sand Hill	
L	Gabion Stone	500	Sand Hill	
M	Fine Aggregate	100	Sand Hill	2.22
N	Standard Abr.	1000	Sand Hill	#24.75
0	Modified Abr.	1000	Sand Hill	
Q	Shot Rock	500	Sand Hill	
R	No. 8 Modified	2000	Sand Hill	
	<u>оню</u>	COUNTY		
А	Class 1	3000	Triadelphia	
C	No. 1	500	Triadelphia	
D	No. 3	1000	Triadelphia	
F	No. 467	500	Triadelphia	
G	No. 57	1000	Triadelphia	
Н	No. 67	5000	Triadelphia	
1	No. 7	1000	Triadelphia	
j	No. 8	5000	Triadelphia	
K	No. 9	1000	Triadelphia	
L	Gabion Stone	500	Triadelphia	
M.	Fine Aggregate		Triadelphia	
N	Standard Abr.	4000	Triadelphia	#20.c6
0	Modified Abr.	4000	Triadelphia	
Q	Shot Rock	500	Triadelphia	
R	No. 8 Modified	2000	Triadelphia	
1.	1101 0 1110 0111100		*	Marrier .

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12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
	оню с	OUNTY		LIMESTONE BLAST SANDSTONE FURNACE STEEL GRAVEL, SAND SLAG SLAG
Α	Class 1	1000	Elm Grove	
D	No. 3	500	Elm Grove	
F	No. 467	500	Elm Grove	
H	No. 67	500	Elm Grove	
1	No. 7	500	Elm Grove	
ĸ	No. 9	1000	Elm Grove	
М	Fine Aggregate	2000	Elm Grove	
N	Standard Abr.	3000	Elm Grove	\$18.50
Ö	Modified Abr.	3000	Elm Grove	
Q	Shot Rock	500	Triadelphia	
	TYLER	COUNTY		
Α	Class 1	5000	Sistersville	
X	No. 1	1000	Sistersville	
D	No. 3	2000	Sistersville	
F	No. 467	3000	Sistersville	
G	No. 57	2000	Sistersville	
Н	No. 67	1000	Sistersville	
l	No. 7	2000	Sistersville	
J	No. 8	2000	Sistersville	<u> </u>
K	No. 9	1000	Sistersville	
L	Gabion Stone	500	Sistersville	
M	Fine Aggregate	100	Sistersville	:
N .	Standard Abr.	2000	Sistersville	
0	Modified Abr.	2000		
Q	Shot Rock	500	Sistersville	
R	No. 8 Modified	3000	Sistersville	

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site		e (\$/Ton) F.O.B. Storage Site	
N-2-12-12-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-				LIMESTONE	BLAST	
	TYLER	COUNTY		SANDSTONE	FURNACE	STEEL
		4000		GRAVEL, SAND	SLAG	SLAG
A	Class 1	1000	Centerville			
C	No. 1	1000	Centerville			
D	No. 3	2000	Centerville			
F	No. 467	3000	Centerville			
G	No. 57	2000	Centerville			
H	No. 67	500	Centerville			<u> </u>
	No. 7	2000	Centerville	**************************************	**************************************	
J	No. 8 No. 9	600 1000	Centerville Centerville			
K	Gabion Stone	500	Centerville			
L M	Fine Aggregate	100	Centerville			ļ
N	Standard Abr.	1000	Centerville			\$ 36,00
0	Modified Abr.	1000	Centerville			11 36.50
Q	Shot Rock	500	Centerville			
R	No. 8 Modified	2000	Centerville			
WETZEL COUNTY				h		d
Α	Class 1	5000	New Martinsville		***************************************	1
Ĉ	No. 1		New Martinsville			
D	No. 3		New Martinsville		W-1	
F	No. 467		New Martinsville			1
G	No. 57		New Martinsville			1
H	No. 67		New Martinsville			
ĺ	No. 7	500	New Martinsville			
J	No. 8	500	New Martinsville		_	
K	No. 9	1000	New Martinsville			
L	Gabion Stone	500	New Martinsville			
M	Fine Aggregate	100	New Martinsville			
N	Standard Abr.	1500	New Martinsville			1124,00
0	Modified Abr.	1500	New Martinsville			
Q	Shot Rock	500	New Martinsville			
R	No. 8 Modified	1000	New Martinsville			

12.2 Bidding F.O.B. Division's Storage Site (Continued)

Contract Description Quantity TONS Storage Site			Estimated	Location of	Bid Price (\$/Ton) F.O.B.
No. 57	Contract	Description	Quantity	DOH	DOH Storage Site
LIMESTONE SANDSTONE SANDSTONE SANDSTONE SANDSTONE SANDSTONE SLAG SLAG SLAG		•	-	Storage Site	
A Class 1 3000 Hundred C No. 1 1000 Hundred D No. 3 1000 Hundred F No. 467 1000 Hundred G No. 57 2000 Hundred I No. 67 100 Hundred I No. 7 500 Hundred J No. 8 2000 Hundred L Gabion Stone 500 Hundred M Fine Aggregate 100 Hundred N Standard Abr. 1000 Hundred R No. 8 Modified 1000 Pine Grove D No. 3 2000 Pine Grove G No. 1 500 Pine Grove H No. 67 100 Hundred D Hundre					LIMESTONE BLAST
A Class 1 3000 Hundred C No. 1 1000 Hundred D No. 3 1000 Hundred F No. 467 1000 Hundred G No. 57 2000 Hundred H No. 67 100 Hundred I No. 7 500 Hundred K No. 9 1000 Hundred M Fine Aggregate 100 Hundred D No. 8 Modified 1000 Hundred M No. 8 Modoff 1000 Hundred M H		WETZ	EL COUNTY		SANDSTONE FURNACE STEEL
C No. 1 1000 Hundred D No. 3 1000 Hundred F No. 467 1000 Hundred G No. 57 2000 Hundred H No. 67 100 Hundred J No. 8 2000 Hundred K No. 9 1000 Hundred L Gabion Stone 500 Hundred N Standard Abr. 1000 Hundred Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove D No. 3 2000 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove J No. 8 500 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove J No. 8 500 Pine Grove H No. 67 100 Pine Grove J No. 8 500 Pine Grove J No. 9 1000 Pine Grove		page and a second			GRAVEL, SAND SLAG SLAG
D No. 3 1000 Hundred F No. 467 1000 Hundred G No. 57 2000 Hundred H No. 67 100 Hundred I No. 7 500 Hundred J No. 8 2000 Hundred K No. 9 1000 Hundred C Gabion Stone 500 Hundred M Fine Aggregate 100 Hundred N Standard Abr. 1000 Hundred Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove D No. 3 2000 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove I No. 7 500 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J Standard Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove P Shot Rock 500 Pine Grove P Shot Rock 500 Pine Grove	Α	Class 1	3000	Hundred	
F No. 467	С	No. 1	1000	Hundred	
G No. 57 2000 Hundred H No. 67 100 Hundred I No. 7 500 Hundred J No. 8 2000 Hundred K No. 9 1000 Hundred L Gabion Stone 500 Hundred M Fine Aggregate 100 Hundred N Standard Abr. 1000 Hundred Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove D No. 1 500 Pine Grove G No. 17 500 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 7 500 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove J No. 7 500 Pine Grove J No. 7 500 Pine Grove J No. 7 500 Pine Grove J No. 7 500 Pine Grove J No. 7 500 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove J No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove D Modified Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove D Modified Abr. 1000 Pine Grove D Modified Abr. 1000 Pine Grove D Modified Abr. 1000 Pine Grove D Shot Rock	D	No. 3	1000	Hundred	
H No. 67 100	F	No. 467	1000	Hundred	
No. 7	G	No. 57	2000	Hundred	
J No. 8	Н	No. 67	100	Hundred	
K No. 9 1000 Hundred L Gabion Stone 500 Hundred M Fine Aggregate 100 Hundred N Standard Abr. 1000 Hundred Q Modified Abr. 1000 Hundred Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove H No. 67 100 Pine Grove J No. 8 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove P Shot Rock 1000 Pine Grove D No Grove D No Grove D No Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Modified Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard Abr. 1000 Pine Grove D No Standard	İ	No. 7	500	Hundred	
K	J	No. 8	2000	Hundred	
M Fine Aggregate 100 Hundred N Standard Abr. 1000 Hundred O Modified Abr. 1000 Hundred Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove I No. 7 500 Pine Grove G Shot Store J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove P Shot Rock 500 Pine Grove	K		1000	Hundred	
N Standard Abr. 1000 Hundred #35.00 O Modified Abr. 1000 Hundred Hundred Q Shot Rock 500 Hundred Hundred WETZEL COUNTY A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove N Pine Grove Pine Grove <td>L</td> <td>Gabion Stone</td> <td>500</td> <td>Hundred</td> <td></td>	L	Gabion Stone	500	Hundred	
N Standard Abr. 1000 Hundred 1000 Hundred <td< td=""><td>M</td><td>Fine Aggregate</td><td>100</td><td>Hundred</td><td></td></td<>	M	Fine Aggregate	100	Hundred	
Q Shot Rock 500 Hundred R No. 8 Modified 1000 Hundred WETZEL COUNTY A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	N	Standard Abr.	· 1000	Hundred	¥35.00
No. 8 Modified 1000 Hundred	0	Modified Abr.	1000	Hundred	
WETZEL COUNTY	Q	Shot Rock	500	Hundred	
A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	R	No. 8 Modified	1000	Hundred	
A Class 1 3000 Pine Grove C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove		WETZ	EL COUNTY		•
C No. 1 500 Pine Grove D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove					
D No. 3 2000 Pine Grove F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	Α	Class 1			
F No. 467 200 Pine Grove G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	C				
G No. 57 2000 Pine Grove H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	D	No. 3			
H No. 67 100 Pine Grove I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	F	No. 467		Pine Grove	
I No. 7 500 Pine Grove J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove					
J No. 8 500 Pine Grove K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	Н				
K No. 9 1000 Pine Grove L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	1				
L Gabion Stone 500 Pine Grove M Fine Aggregate 100 Pine Grove N Standard Abr. 1000 Pine Grove O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	J	No. 8			
MFine Aggregate100Pine GroveNStandard Abr.1000Pine Grove#36.00OModified Abr.1000Pine GrovePine GrovePShot Rock500Pine GrovePine Grove	K	No. 9			
N Standard Abr. 1000 Pine Grove W36.00 O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	L	Gabion Stone			
O Modified Abr. 1000 Pine Grove P Shot Rock 500 Pine Grove	M	Fine Aggregate			
P Shot Rock 500 Pine Grove	N				1/34,00
R No. 8 Modified 2000 Pine Grove	P	Shot Rock			
	R	No. 8 Modified	2000	Pine Grove	,

DISTRICT SIX

12.1 Bidding F.O.B. Vendor's Storage Site

		Bid Price (\$710ff)		
Contract		F.0.B. Vendor's		
<u> ltem</u>	Description of Material	Storage Site (Note 1)		
AA	Cinders	NA		
Note 1:	Bid Price shall include cost of Vendor L	oading Department trucks.		
(a)	SOURCE OF MATERIAL (Name and Location of plant which produces the material: Phoenix Services LLC.			
	Metal Services			
(p)	EXACT LOCATION OF VENDOR'S STOP			
	Weinton WV 2606			
	VOCA TON , VO V STOCK			

12.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 12.1 (a) and (b) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract		Estimated Quantity	Location of Division's Storage	Bid Price (\$/Ton) FOB DOH
<u>ltem</u>	<u>Material</u>	(Tons)	Site	Storage Site
AA AA	Cinders Cinders	2,000 2,000	Brooke Co., Wellsburg Brooke Co., U.S. 22 & CR 1	
AA	Cinders	3,500	Hancock Co., New Manchester	
AA	Cinders	1,300	Hancock Co., U.S. 22 & CR 1	
AA	Cinders	4,000	Marshall Co., Glendale	<u> </u>
AA	Cinders	2,000	Marshall Co., Cameron	
AA	Cinders	2,000	Marshall Co., Lynn Camp	/
AA	Cinders	2,000	Marshall Co., Sand Hill	
AA	Cinders	5,500	Ohio Co., Triadelphia	
AA	Cinders	400	Ohio Co., I-70, Elm Grove	1
AA	Cinders	2,500	Tyler Co., Sistersville	
AA	Cinders	2,000	Tyler Co., Centerville	
AA	Cinders	3,200	Wetzel Co., New Martinsville	
AA	Cinders	2,250	Wetzel Co., Hundred	P
AA	Cinders	2,000	Wetzel Co., Pine Grove	

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30,
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
-	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirer against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authorize the requ	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and acc	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	Phoenix Services LIC, Metal Services Colert I. Heters .
Date:	10-26-09 Title: Regional Sales MANAGER

^{*}Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: Moenix Dervices LLC.	Metal Services
Authorized Signature: Lafust fletors	Date: <u>/0 -2/2-09</u>
Purchasing Affidavit (Revised 01/01/09)	