

NEZDOR

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

Request for Quotation

SHIP PTO

RFQ NUMBER 6612C022

 DAGE
PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS 304-558-2402

***709035446** PO BOX 490

304-265-3280 BUILDERS SERVICE & SUPPLY

GRAFTON WV 26354

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- **4.** 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- **12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



AUCDOR

GRAFTON WV

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

Request for Quotation

RFQ NUMBER 6612C022

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS 304-558-2402

*709035446 304-265-3280 BUILDERS SERVICE & SUPPLY PO BOX 490

26354

SHIP

T O

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 02/12/2012 **BID OPENING DATE:** 03/14/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE



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

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SCOPE OF WORK

To provide and deliver all labor, materials and equipment necessary to supply Ready Mixed Portland Cement Concrete and Controlled Low-Strength Material (CLSM) to be used in District 1 through District 10 throughout the State of WV per the following specifications.

2. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 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, 108.9, 109.1, 109.2, 109.20 and 601.7.

Materials and equipment shall conform to the requirements of Section 219 and 601.

The terms "Contractor" and "Vendor" used in the above specifications or 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 2010 and the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways Contract Administration Building 5, Room 722 1900 Kanawha Blvd., East Charleston, West Virginia 25305 Phone: 304-558-2885

1 110116. 004-000-2000

http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx

3. BIDDING INSTRUCTIONS

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

If a Vendor is bidding materials from more than one plant, a set of bid schedules with all required information shall be provided for each source and MUST be submitted separately for each plant bid. If separate schedules are not submitted, the plant that does not appear on a separate schedule will

be disqualified from that Vendor's award.

Vendors must use a certified plant approved by the WV Division of Highways, Materials Control, Soils and Testing Division.

The certified plant list utilized by the WV Division of Highways, Materials Control Soils and Testing Division establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18. These procedures may be found at:

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

The state reserves the right to waive minor irregularities in bids or specifications in accordance with section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

4. CONTRACT AWARD

All qualified Vendors who submit a valid bid will be awarded a contract for those items bid. The Division of Highways will only buy concrete and CLSM produced in a certified plant. Therefore, Agency Releases will only be issued to vendors with a certified plant. Bids submitted from vendors whose plant is not currently certified will be considered valid, but Agency Releases will not be issued to a vendor until such time as their plant becomes certified.

Additionally, if the Vendor's plant's certification expires during the life of this contract, Agency Releases will not be issued for concrete and CLSM from that plant until such time as the plant's certification is renewed.

A plant will remain non-certified until the appropriate renewal certification information is provided to the Materials Control, Soils and Testing Division according to IM-18 as indicated in Section 3 above.

If you have questions or require additional information regarding plant certification, please contact:

Mr. Michael Mance, P.E.

Division of Highways

Materials Control, Soils and Testing Division

190 Dry Branch Drive

Charleston, WV 25306

304-558-9846

In the event a Contractor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specifications, the Agency Release may be canceled and reissued to the next low bidder.

DETERMINING LOW BID

An Agency Release for individual projects will be based on the lowest overall total cost of the material, Items A through J, plus the additional haul cost, Item K, plus any additional charges, Items L through P.

The Additional Haul distances (in excess of five miles from the vendor's plant), Item K, will be over suitable routes selected by the Division of Highways District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges. If a Vendor inserts prices for both options of Additional Haul, Item K, the Division of Highways will calculate the cost under this item using the option that will result in the least expense to the Division of Highways.

The Division of Highways District Engineer will calculate the distance utilizing the WV Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways District office and the Division of Highways Central Office. The Division of Highways will determine the route to be taken due to bridge and/or road restrictions.

In-state delivery route mileage will be calculated by the Division of Highways from the vendor's plant location to the Division of Highways job site by utilizing the Division of Highways Straight Line Diagrams.

Out-of-state delivery route mileage will be calculated by the Division of Highways utilizing "Mapquest" or a similar source for routing from the vendor's plant location to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways job site.

6. <u>MATERIAL TESTING</u>

The Vendor will conduct all tests required by the specifications to be performed at the plant. Any job site testing required by the specifications will be performed by the Division of Highways.

ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted and will be returned at the Vendor's expense.

8. DELIVERY

The unit Bid Price quoted for concrete and CLSM, Items A through J, shall include delivery within five miles of the Vendor's Plant. Additional Haul, Item K, will be determined per Section 4.

9. <u>TEMPERATURE CONTROL</u>

The Vendor is required to meet the temperature requirements as set forth in the Standard Specifications.

10. <u>ADMIXTURES</u>

All concrete shall be air-entrained. The cost of the air-entraining agent shall be included in the Unit Bid Price of the concrete and no additional charge for air-entraining agent will be allowed under Item N, Admixture.

11. VENDOR'S INVOICE

Vendor's invoices must be submitted in original and one copy and contain the following:

- The Agency Release Number and this Contract Number.
- b. Total quantity and unit price with all additional charges itemized, and the total cost for the material furnished.

Note: Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

12. 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 placed by Division of Highways Agency Releases for orders as a condition of award.

13 BIDDING SCHEDULE

Unit Bid Price for Items A through J shall include delivery within five (5) miles of Vendor's Plant.

DISTRICT 4 - Doddridge County, Harrison County, Marion

(CY = Cubic Yard)

· · · · · · · · · · · · · · · · · · ·	County, Monongalia County, Presto	on County and Tay	lor County
		Cost per	Cost p
100	16 D '- ('	0.000.004	

		Cost per	Cost per	Cost per	Cost per				
Item	Item Description	2-2.99 CY	3-3.99 CY	4-4.99 CY	5 CY & Over				
A	Class A Concrete								
В	Class B Concrete	180.00	170.00	140.00	125.00				
С	Class C Concrete								
D	Class D Concrete								
E	Class K Concrete								
F	Class H Concrete								
G	Modified Class K Concrete,								
	8 1/2 Bag Mix, Siliceous Sand								
Н	CLSM Type A								
	CLSM Type B								
J	CLSM Type C								
	Additional Haul: Vendor may bid e	ither or both	options; howe	ever the Division	on				
K	of Highways will select the most cost effective option:								
	Option A	1.00	Cost per CY	per mile over	five (5) miles				
	Option B	5.50	Cost per truck	oad per mile ov	er five (5) miles				
	Will Class B Concrete, supplied at	the price quo	ted above, co	ntain limeston	e sand?				
		Yes		see below					
L		No	X						
	If Yes, state additional charge to	provide Class	B Concrete	using siliceou	s sand:				
			Cost per CY						
M	Charge per bag for increased ceme	ent	11.00						
	content above the target value	-	11.00	Cost per CY					
	Admixture:								
	Water-reducing set retarder		2.50	Cost per CY					
- 1	2) Water reducer		-	Cost per CY					
	Calcium chloride based accelera	tor		Cost per OZ					
1	(HE-122 or approved equal)					
1	4) Non-calcium chloride based			Cost per OZ					
N	accelerator (Darex Set accelerate	or							
-	or approved equal)						
]:	5) Super plasticizer (Eucon 37 or		15.00	Cost per CY					
-	approved equal		_)						
	6) Fiber			Cost per CY					
1	7) Heated Concrete		2.00	Cost per CY	12				
-	8) Ice			000, 00, 0.					

13 BIDDING SCHEDULE (cont.)

DISTRICT 4 - Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

(CY = Cubic Yard)

	Due to time constraints, the cement may have to be added to the transit mixer at the project site using Division of Highways personnel. Please state any additional							
	charges as follows:							
0	1) Cement provided and transport							
	site by Vendor		Cost per	CY				
	2) Cement provided by Vendor and transported							
6	from Vendor's plant to project s							
	of Highways		Cost per	CY				
Р	Penalty Charge for unloading time	e in excess						
	of ten (10) minutes per cubic yard	J	per truck	minute				
	Plant Location:	WV Route 310		7				
		Grafton, WV						
	Is Plant currently certified in	YES	X	NO				
	accordance with IM-18 as specifie	d in Section 3 of the con	tract?	-				
	If NO, an Agency Release will not							
	time that the plant becomes certfif							
	specified in Section 3 and Section							

13 BIDDING SCHEDULE

Unit Bid Price for Items A through J shall include delivery within five (5) miles of Vendor's Plant.

DISTRICT 7 - Barbour County, Braxton County, Gilmer

(CY = Cubic Yard)

County, Lewis County, Upshur County and Webster County

		Cost per	Cost per	Cost per	Cost per				
Item	Item Description	2-2.99 CY	3-3.99 CY	4-4.99 CY	5 CY & Over				
A	Class A Concrete								
В	Class B Concrete	180.00	170.00	140.00	125.00				
С	Class C Concrete								
D	Class D Concrete								
Е	Class K Concrete								
F	Class H Concrete								
G	Modified Class K Concrete, 8 1/2 Bag Mix, Siliceous Sand								
Н	CLSM Type A	1							
	CLSM Type B	1							
J	CLSM Type C								
		either or both	ontions, howe	Lever the Divisi	on				
	Additional Haul: Vendor may bid either or both options; however the Division of Highways will select the most cost effective option:								
K	Option A	1.00	***************************************	19 CY 4-4.99 CY 5 CY & Over 100 140.00 125.00 140.00 125.	five (5) miles				
	Option B	5.50		·					
	Will Oldss B Concrete, supplied a	Yes	ned above, et		no sana;				
ı	-	No	X	300 001011					
L	If Yes, state additional charge to		s R Concrete	usina siliceou	is sand.				
	i res, state additional sharge to	provide oldo	Cost per CY		io dana.				
	Charge per bag for increased cem	nent	0001 001						
M	content above the target value		11.00	Cost per CY					
	Admixture:								
	1) Water-reducing set retarder		2.50	Cost per CY					
	2) Water reducer								
	3) Calcium chloride based acceler	ator							
	(HE-122 or approved equal)					
	4) Non-calcium chloride based			Cost per OZ					
Ν	accelerator (Darex Set accelera	ator		000t por 02					
1.00	or approved equal	1101	1		and the second s				
	5) Super plasticizer (Eucon 37 or		15.00	Cost per CV					
	approved equal		15.00	oost por or					
	6) Fiber			Coet par CV					
			6.50						
	7) Heated Concrete		2.00						
	[8) Ice		50	Cost per pot	IIIU				

13 BIDDING SCHEDULE (cont.)

<u>DISTRICT 7</u> - Barbour County, Braxton County, Gilmer (CY = Cubic Yard) County, Lewis County, Upshur County and Webster County

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	Due to time constraints, the cement may have to be added to the transit mixer at the project site using Division of Highways personnel. Please state any additional								
	charges as follows:	girrayo porooinioi. 1 loac	o state any additional						
0	1) Cement provided and transporte								
	site by Vendor	Cost per CY							
	2) Cement provided by Vendor and								
	from Vendor's plant to project si								
	of Highways		Cost per CY						
Р	Penalty Charge for unloading time in excess								
	of ten (10) minutes per cubic yard.	**************************************	per truck minute						
	Dientiantin	WV Route 310							
	Plant Location:								
		Grafton, WV							
	Is Plant currently certified in	YES	xNO						
	accordance with IM-18 as specified	in Section 3 of the contra	act?						
	If NO, an Agency Release will not b	e issued for material unti	Isuch						
	time that the plant becomes certfific								
	specified in Section 3 and Section 4 of the contract.								