



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

Solicitation

NUMBER
6615C001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2402

*709042537 304-273-5555

VALLEY INC
 PO BOX 100

MILLWOOD WV 25262

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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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DATE PRINTED
06/23/2014

BID OPENING DATE: 07/16/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE AND AGGREGATE/DELIVERY						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR THE SUPPLY AND DELIVERY OF STONE, AGGREGATE, AND CINDERS FOR USE AT LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6615C001 ***** TOTAL:						
08/11/14 12:57:42PM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
<i>Rehomb S. Taylor</i>	(304)273-5555	8-8-14
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0521830	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening.
- A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

- A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: July 7, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115
(Vendors should not use this fax number for bid submission)
Email: crystal.q.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID: _____
 BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: July 16, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award
and extends for a period of 1 year(s).

* **Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to n/a successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$250,000.00 or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

NOTE: Vendor should submit a current Certificate of Liability Insurance, Workers Compensation and Employers Liability with the bid.

Certificate must be signed by Authorized Representative.

Certificate Holder to read: WV Division of Highways
1900 Kanawha Blvd., East
Charleston, WV 25305

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses⁹ or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation

during the solicitation, bid, evaluation or award periods, except through the Purchasing Division,¹⁰ is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

The Purchasing Division Director may cancel any purchase or Contract upon 30 days written¹¹ notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

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maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
38. **[RESERVED]**
39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission. ^{13.}

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency. 15

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer ^{17.} prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference.

If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Valley Inc.

(Company)



(Authorized Signature)

Deborah L Taylor, President

(Representative Name, Title)

(304) 273-5555 (304) 273-9588

(Phone Number) (Fax Number)

August 8, 2014

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6615C001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Valley Inc.

Company
Deborah L Taylor, 

Authorized Signature

August 8, 2014

Date

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Stone, Aggregate and Cinders for use at locations throughout the State of West Virginia by the West Virginia Division of Highways.

This contract shall be F.O.B. Division's Storage Site ONLY, DELIVERY by the Vendor.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A.1, Exhibit A.2 and Exhibit A.3 and used to evaluate the RFQ.
 - 2.3 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as 6615C001.
 - 2.4 **"WVDOH"** used throughout this RFQ means the West Virginia Division of Highways.
 - 2.5 **"AASHTO"** used throughout this RFQ means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.6 **"Contractor" or "Vendor"** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 **"Standard Specs"** used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

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

3.2 Specifications The following sections of the Standard Specs, 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, 109.20 and 401.9.3. Copies attached.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

3.3 Materials:

<u>MATERIAL (NOTE1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Agency Release. Coarse aggregate on the Pricing Pages 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 Pricing Pages 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. 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 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 No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

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

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 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 J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 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 Slag) consists of Wet Bottom Boiler Slag (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 No. 4 (4.75 mm) sieve.

C. Gradation

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

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 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 No. 8 (2.36 mm) sieve.

B. Gradation

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

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

3.4 Sampling and Testing:

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH'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:

<u>Property</u>	<u>Frequency</u>
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 below.
Gradation - WVDOH 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. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See Note 2 below.

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 what is normally expected in the aggregate, the WVDOH 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 WVDOH in accordance with MP 700.00.22. Items OA, OB, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 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 WVDOH, 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 sub-lots). A sub-lot 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 sub-lot 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 WVDOH 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 non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

NONCONFORMING SIEVE SIZE	MULTIPLICATION FACTOR
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

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

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When the total degree of non-conformance 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

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
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 WVDOH 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 non-conforming sub-lot(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 non-conforming sub-lot. The quantity represented by the non-conforming sub-lot 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 non-conforming 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. These 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.

$$TD \left(1 - \frac{PQn}{100Qt} \right) = AP \text{ (price to be paid after adjustment)}$$

WHERE T = tonnage delivered
P = percent price reduction

D = cost per ton
Qn = quantity of non-conforming sub-lot(s)
Qt = quantity of total stockpile

If two sub-lots are non-conforming 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 sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

$(AP1 + AP2) - TD = \text{Final price to be paid after adjustments}$

OR

$(AP1 + AP2 + AP3) - 2 TD = \text{Final price to be paid after adjustments}$

WHERE: AP = price to be paid after initial adjustment for one non-conforming sub-lot 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.

X 3.6 **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 site will be determined by the WVDOH and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment.

In-state delivery route mileage will be calculated by the WVDOH from the Vendor's storage site to the midpoint of the WVDOH project job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "MapQuest" or a similar source for routing from the Vendor's storage site to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH project job site.

The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the WVDOH. This may include tailgating the aggregate

into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

**3.7 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 WVDOH, 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 the order. When barge delivery is required Contract Items will be ordered in 1500 ton increments.

3.8 Bid Instructions:

The Pricing Pages is comprised of three (3) sections. Vendors shall provide all information requested for Exhibit A.1 Vendor's Source Information. Vendors may bid any or all items on the Pricing Pages, Exhibit A.2 and Exhibit A.3.

3.8.1 Exhibit A.1 Vendor's Source Information:

The Vendor shall provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as item a) Source of Material and item b) Exact Location of Vendor's Storage Site(s).

The Vendor shall provide the information requested for Cinders as item c) Source of Material and item d) Exact Location of Vendor's Storage Site(s), only if the Vendor is providing Cinders to the WVDOH on this contract.

Failure to provide the required information shall disqualify this location as a source for the items being bid.

~~X~~ **3.8.2 Exhibit A.2 Pricing Page Haul by Vendor Costs:**

Contract Items X and Y from Exhibit A.2 Pricing Page Schedule shall provide the Vendor's haul costs for the first ton-mile and each additional ton mile for Contract Items A-W and Contract Item AA. The Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the WVDOH District Engineer/Manager.

3.8.3 Exhibit A.3 Pricing Page F.O.B. Division's Storage Site, Applicable Contract Items A-W and AA per District, per location.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. ~~A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications on Exhibit A.2, Pricing Page Haul by Vendor.~~ Qualified vendors will be awarded a Contract on Exhibit A.3, Pricing Page F.O.B. Division's Storage Site to establish a unit price for those locations and items for which their bid is low based on cost, per cubic yard.

Bids submitted for Exhibit A.3, Pricing Page will be evaluated by the WVDOH 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 per ton bid price in dollars by a "Tons per Cubic Yard Factor" which is listed in the following table:

Aggregate – Tons per Cubic Yard Factors

Item	Type of Material (Numbers in parenthesis are pounds per cubic yard.)				
	Limestone	Sandstone	Gravel	Blast Furnace Slag	Steel Slag
Class 1, 2, 9, 10	1.46 (2920)	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	----	----
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)
Rip Rap/Shot Rock	1.31 (2620)	1.31 (2620)	----	----	----

Source*	Cinders (Numbers in parenthesis are pounds per cubic yard.)				
	*In the event the bidding source is not listed, it will be necessary for the WVDOH to establish the weight per unit volume of said source prior to award.				
Albright Power Albright, WV	0.90 (1792)				
Burger Power Dilles Bottom, OH	1.29 (2579)				

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Fort Martin Power Fort Martin, WV	0.94 (1883)				
Harrison Power Haywood, WV	0.95 (1900)				
John Amos Power Winfield, WV	0.82 (1631)				
Pleasants Power Plant Willow Island, WV	1.09 (2185)				
Mountaineer Power New Haven, WV	0.65 (1305)				
Bruce Mansfield Plant Shippingport, PA	1.09 (2185)				
Virginia Electric Power Mt. Storm, VA	0.79 (1585)				
Hatfield Power Masontown, PA	0.85 (1700)				

- 4.2 **Pricing Pages:** Vendor shall complete the Pricing Pages per instructions in section 3.8, Bid Instructions.

The Pricing Pages, Exhibit A.3 contains a list of Contract Items along with estimated purchase volume F.O.B. Division's Storage Site. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

In efforts to save on time and reduce printing, copying and scanning costs for the Vendors, the WV Purchasing Division and the WVD OH, any page from Exhibit A.3 that the Vendor DOES NOT submit pricing, DOES NOT need to be returned to the WV Division of Purchasing with that Vendor's bid documents.

Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: crystal.g.rink@wv.gov.

- 4.3 **Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVD OH, the WVD OH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVD OH Maintenance Division to the Districts and Vendors, any Agency Release issued toward the 2014 Spring and Summer Contracts, #6614C025, shall remain in effect and should not be cancelled until that Agency Release is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Agency Release that has not been completely filled by the Vendors on the 2014 Spring and Summer Contract #6614C025 shall NOT be completed, but a

cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Agency Release only. No Agency Release from the 2014 Spring and Summer contract #6614C025 should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed to on the order. Vendor shall deliver emergency orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified

in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.

- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Deborah Taylor
Telephone Numbers: (304) 273-5555
Fax Number: (304) 273-9588
Email Address: debbie@valleyincwv.com

A.1

Vendor's Source Information

2014/2015 Fall/Winter #6615C001

Mandatory - Vendor shall complete this schedule and return with bid documents.

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

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

Mulzer Crushed Stone - Cape Sandy, New Amsterdam, Charlestown IN
Riverside Stone - Wolf Creek KY
Letart Corporation - Gallipolis Ferry WV
Shelly Materials - Portland OH

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

Valley Inc.
360 Valley Road
Route 2 South
Millwood WV 25262

Cinders

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

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

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

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

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	2500	Seth			
D	AASHTO #1	500	Seth			
E	AASHTO #3	1800	Seth			
G	AASHTO #467	1000	Seth			
L	AASHTO #9	1000	Seth			
OA	Limestone Std Abr.	2500	Seth			
OB	Sandstone Std Abr.	2500	Seth			
PA	Limestone Mod Abr.	2500	Seth			
PB	Sandstone Mod Abr.	2500	Seth			
S	AASHTO #8M	1500	Seth			

BOONE COUNTY

A	Class 1	10000	Rock Creek			
D	AASHTO #1	1000	Rock Creek			
E	AASHTO #3	2500	Rock Creek			
G	AASHTO #467	1000	Rock Creek			
L	AASHTO #9	1000	Rock Creek			
M	Gabion Stone	1500	Rock Creek			
N	Fine Aggregate	500	Rock Creek			
OA	Limestone Std Abr.	2500	Rock Creek			
OB	Sandstone Std Abr.	2500	Rock Creek			
PA	Limestone Mod Abr.	2500	Rock Creek			
PB	Sandstone Mod Abr.	2500	Rock Creek			
S	AASHTO #8M	2500	Rock Creek			

BOONE COUNTY

A	Class 1	2000	Clinton			
G	AASHTO #467	1000	Clinton			
L	AASHTO #9	1000	Clinton			
OA	Limestone Std Abr.	1000	Clinton			
OB	Sandstone Std Abr.	1000	Clinton			
PA	Limestone Mod Abr.	1000	Clinton			
PB	Sandstone Mod Abr.	1000	Clinton			

CLAY COUNTY

A	Class 1	3000	Big Otter			
E	AASHTO #3	2000	Big Otter			
G	AASHTO #467	1500	Big Otter			
S	AASHTO #8M	1500	Big Otter			

A.3

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>CLAY COUNTY</u>						
A	Class 1	3700	Maysel			
D	AASHTO #1	400	Maysel			
E	AASHTO #3	1300	Maysel			
G	AASHTO #467	3000	Maysel			
L	AASHTO #9	1000	Maysel			
M	Gabion Stone	500	Maysel			
N	Fine Aggregate	100	Maysel			
OA	Limestone Std Abr.	2500	Maysel			
OB	Sandstone Std Abr.	2500	Maysel			
PA	Limestone Mod Abr.	2500	Maysel			
PB	Sandstone Mod Abr.	2500	Maysel			
S	AASHTO #8M	3000	Maysel			

CLAY COUNTY

A	Class 1	3700	Widen Road CR 11			
E	AASHTO #3	1300	Widen Road CR 11			
G	AASHTO #467	3000	Widen Road CR 11			
L	AASHTO #9	1000	Widen Road CR 11			
M	Gabion Stone	500	Widen Road CR 11			
N	Fine Aggregate	100	Widen Road CR 11			
OA	Limestone Std Abr.	2500	Widen Road CR 11			
OB	Sandstone Std Abr.	2500	Widen Road CR 11			
PA	Limestone Mod Abr.	2500	Widen Road CR 11			
PB	Sandstone Mod Abr.	2500	Widen Road CR 11			
S	AASHTO #8M	3000	Widen Road CR 11			

KANAWHA COUNTY

A	Class 1	2500	Chelyan			
D	AASHTO #1	600	Chelyan			
E	AASHTO #3	1800	Chelyan			
G	AASHTO #467	1000	Chelyan			
L	AASHTO #9	1000	Chelyan			
M	Gabion Stone	500	Chelyan			
N	Fine Aggregate	100	Chelyan			
OA	Limestone Std Abr.	2500	Chelyan			
OB	Sandstone Std Abr.	2500	Chelyan			
PA	Limestone Mod Abr.	2500	Chelyan			
PB	Sandstone Mod Abr.	2500	Chelyan			
S	AASHTO #8M	3000	Chelyan			
U	Pea Gravel	500	Chelyan			
V	#11 Limestone Abr.	1500	Chelyan			

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>KANAWHA COUNTY</u>						
A	Class 1	500	Alum Creek Corridor G			
L	AASHTO #9	1000	Alum Creek Corridor G			
N	Fine Aggregate	100	Alum Creek Corridor G			
OA	Limestone Std Abr.	2000	Alum Creek Corridor G			
OB	Sandstone Std Abr.	2000	Alum Creek Corridor G			
PA	Limestone Mod Abr.	2000	Alum Creek Corridor G			
PB	Sandstone Mod Abr.	2000	Alum Creek Corridor G			
S	AASHTO #8M	500	Alum Creek Corridor G			

KANAWHA COUNTY

A	Class 1	3100	Elkview			
D	AASHTO #1	600	Elkview			
E	AASHTO #3	1800	Elkview			
G	AASHTO #467	2000	Elkview			
L	AASHTO #9	1000	Elkview			
M	Gabion Stone	500	Elkview			
N	Fine Aggregate	100	Elkview			
OA	Limestone Std Abr.	2500	Elkview			
OB	Sandstone Std Abr.	2500	Elkview			
PA	Limestone Mod Abr.	2500	Elkview			
PB	Sandstone Mod Abr.	2500	Elkview			
S	AASHTO #8M	3000	Elkview			

KANAWHA COUNTY

L	AASHTO #9	1000	North Charleston			
N	Fine Aggregate	100	North Charleston			
OA	Limestone Std Abr.	2500	North Charleston			
OB	Sandstone Std Abr.	2500	North Charleston			
PA	Limestone Mod Abr.	2500	North Charleston			
PB	Sandstone Mod Abr.	2500	North Charleston			
S	AASHTO #8M	3000	North Charleston			
V	#11 Limestone Abr.	1500	North Charleston			

KANAWHA COUNTY

A	Class 1	600	Rt. 119 Penn. Ave. I-64&I-77			
L	AASHTO #9	1000	Rt. 119 Penn. Ave. I-64&I-77			
N	Fine Aggregate	200	Rt. 119 Penn. Ave. I-64&I-77			
OA	Limestone Std Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
OB	Sandstone Std Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
PA	Limestone Mod Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			
PB	Sandstone Mod Abr.	2500	Rt. 119 Penn. Ave. I-64&I-77			

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>KANAWHA COUNTY</u>						
A	Class 1	3000	St. Albans			
E	AASHTO #3	1800	St. Albans			
M	Gabion Stone	500	St. Albans			
N	Fine Aggregate	100	St. Albans			
OA	Limestone Std Abr.	2500	St. Albans			
OB	Sandstone Std Abr.	2500	St. Albans			
PA	Limestone Mod Abr.	2500	St. Albans			
PB	Sandstone Mod Abr.	2500	St. Albans			
R	Shot Rock	500	St. Albans			
S	AASHTO #8M	5000	St. Albans			

JACKSON COUNTY

A	Class 1	600	Haynes Branch I-77	24.90		
D	AASHTO #1	1000	Haynes Branch I-77	24.90		
E	AASHTO #3	1000	Haynes Branch I-77	24.90		
L	AASHTO #9	1000	Haynes Branch I-77	33.15		
N	Fine Aggregate	200	Haynes Branch I-77	N/B		
OA	Limestone Std Abr.	2500	Haynes Branch I-77	N/B		
OB	Sandstone Std Abr.	2500	Haynes Branch I-77	19.05		
PA	Limestone Mod Abr.	2500	Haynes Branch I-77	N/B		
PB	Sandstone Mod Abr.	2500	Haynes Branch I-77	N/B		
S	AASHTO #8M	800	Haynes Branch I-77	29.50		

MASON COUNTY

A	Class 1	3000	Glenwood			
D	AASHTO #1	500	Glenwood			
E	AASHTO #3	1500	Glenwood			
G	AASHTO #467	1000	Glenwood			
M	Gabion Stone	1000	Glenwood			
PA	Limestone Mod Abr.	2500	Glenwood			
PB	Sandstone Mod Abr.	2500	Glenwood			
S	AASHTO #8M	5000	Glenwood			

MASON COUNTY

A	Class 1	3000	Lakin	24.90		
D	AASHTO #1	500	Lakin	24.90		
E	AASHTO #3	1500	Lakin	24.90		
G	AASHTO #467	1000	Lakin	24.90		
M	Gabion Stone	1000	Lakin	28.90		
S	AASHTO #8M	5000	Lakin	26.90		

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MASON COUNTY</u>						
L	AASHTO #9	1000	Point Pleasant	32.15		
N	Fine Aggregate	100	Point Pleasant	N/B		
OA	Limestone Std Abr.	2500	Point Pleasant	N/B		
OB	Sandstone Std Abr.	2500	Point Pleasant	11.00		
PA	Limestone Mod Abr.	2500	Point Pleasant	N/B		
PB	Sandstone Mod Abr.	2500	Point Pleasant	N/B		

PUTNAM COUNTY

A	Class 1	5000	Hurricane Lot			
D	AASHTO #1	1200	Hurricane Lot			
E	AASHTO #3	1500	Hurricane Lot			
G	AASHTO #467	1000	Hurricane Lot			
L	AASHTO #9	1000	Hurricane Lot			
OA	Limestone Std Abr.	2500	Hurricane Lot			
OB	Sandstone Std Abr.	2500	Hurricane Lot			
PA	Limestone Mod Abr.	2500	Hurricane Lot			
PB	Sandstone Mod Abr.	2500	Hurricane Lot			
S	AASHTO #8M	3000	Hurricane Lot			

PUTNAM COUNTY

A	Class 1	3000	Red House			
D	AASHTO #1	1200	Red House			
E	AASHTO #3	2000	Red House			
G	AASHTO #467	1000	Red House			
L	AASHTO #9	1000	Red House			
N	Fine Aggregate	1000	Red House			
OA	Limestone Std Abr.	1000	Red House			
OB	Sandstone Std Abr.	1000	Red House			
PA	Limestone Mod Abr.	2500	Red House			
PB	Sandstone Mod Abr.	2500	Red House			
S	AASHTO #8M	5000	Red House			

PUTNAM COUNTY

A	Class 1	60	Scary			
L	AASHTO #9	1000	Scary			
N	Fine Aggregate	200	Scary			
OA	Limestone Std Abr.	2500	Scary			
OB	Sandstone Std Abr.	2500	Scary			
PA	Limestone Mod Abr.	2500	Scary			
PB	Sandstone Mod Abr.	2500	Scary			
S	AASHTO #8M	800	Scary			

A.3

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>ROANE COUNTY</u>						
A	Class 1	600	Amma I-79			
D	AASHTO #1	500	Amma I-79			
E	AASHTO #3	500	Amma I-79			
G	AASHTO #467	500	Amma I-79			
L	AASHTO #9	1000	Amma I-79			
N	Fine Aggregate	200	Amma I-79			
OA	Limestone Std Abr.	2500	Amma I-79			
OB	Sandstone Std Abr.	2500	Amma I-79			
PA	Limestone Mod Abr.	2500	Amma I-79			
PB	Sandstone Mod Abr.	2500	Amma I-79			
S	AASHTO #8M	800	Amma I-79			

A.3

F.O.B. Division's Storage Site - DISTRICT 1

2014/2015 Fall/Winter #6615C001

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 Exhibit A.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

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

CINDERS

AA	CINDERS	2000	Route 11, Widen Road	
AA	CINDERS	1500	Maysel	

KANAWHA COUNTY

AA	CINDERS	2000	St. Albans	
AA	CINDERS	1500	Elkview	
AA	CINDERS	500	Elk River Lot, PA Ave. I-64	
AA	CINDERS	2000	North Charleston	
AA	CINDERS	1500	Chelyan	
AA	CINDERS	1000	Alum Creek Corridor G	

JACKSON COUNTY

AA	CINDERS	1500	Haines Branch I-77	
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PUTNAM COUNTY

AA	CINDERS	1500	Hurricane WV-34	
AA	CINDERS	1500	Black Betsey	
AA	CINDERS	1000	Scary I-64	

RFQ#6615C001 Addendum #2

Stone and Aggregate - DELIVERY

Comment #1 Please add Contract Item A, Class 1 and Contract Item E, AASHTO #3 to District 3, Jackson County, Medina I-77:

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>JACKSON COUNTY</u>						
A	Class 1	1000	Medina - I-77	24.60		
E	AASHTO #3	1000	Medina - I-77	24.90		
OA	Limestone Std Abr.	750	Medina - I-77	N/B		
OB	Sandstone Std Abr.	750	Medina - I-77	14.35		

F.O.B. Division's Storage Site - DISTRICT 3

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>CALHOUN COUNTY</u>						
A	Class 1	3600	Millstone			
E	AASHTO #3	1800	Millstone			
G	AASHTO #467	5000	Millstone			
I	AASHTO #67	2500	Millstone			
M	Gabion Stone	600	Millstone			
OA	Limestone Std Abr.	2500	Millstone			
OB	Sandstone Std Abr.	2500	Millstone			
S	AASHTO #8M	1150	Millstone			

JACKSON COUNTY

OA	Limestone Std Abr.	750	Medina - I-77			
OB	Sandstone Std Abr.	750	Medina - I-77			

JACKSON COUNTY

A	Class 1	7000	Ripley	19.84		
D	AASHTO #1	500	Ripley	22.69		
E	AASHTO #3	1000	Ripley	22.69		
G	AASHTO #467	5000	Ripley	22.69		
I	AASHTO #67	5000	Ripley	22.69		
M	Gabion Stone	500	Ripley	26.45		
OB	Sandstone Std Abr.	3000	Ripley	14.35		
Q	RipRap	250	Ripley	30.60		
S	AASHTO #8M	1500	Ripley	25.80		
T	AASHTO #9M	1500	Ripley	30.15		

PLEASANTS COUNTY

OA	Limestone Std Abr.	1000	Belmont			
OB	Sandstone Std Abr.	1000	Belmont			

PLEASANTS COUNTY

A	Class 1	5000	Colin Anderson Lot			
D	AASHTO #1	1500	Colin Anderson Lot			
E	AASHTO #3	1500	Colin Anderson Lot			
G	AASHTO #467	1000	Colin Anderson Lot			
H	AASHTO #57	2000	Colin Anderson Lot			
M	Gabion Stone	2000	Colin Anderson Lot			
S	AASHTO #8M	1000	Colin Anderson Lot			
T	AASHTO #9M	1000	Colin Anderson Lot			

A.3

F.O.B. Division's Storage Site - DISTRICT 3

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>RITCHIE COUNTY</u>						
A	Class 1	6000	Ellenboro			
C	Class 10	8000	Ellenboro			
D	AASHTO #1	1000	Ellenboro			
E	AASHTO #3	4000	Ellenboro			
G	AASHTO #467	5000	Ellenboro			
H	AASHTO #57	5000	Ellenboro			
I	AASHTO #67	8000	Ellenboro			
K	AASHTO #8	4000	Ellenboro			
L	AASHTO #9	1000	Ellenboro			
M	Gabion Stone	1000	Ellenboro			
OA	Limestone Std Abr.	5000	Ellenboro			
OB	Sandstone Std Abr.	5000	Ellenboro			

RITCHIE COUNTY

OA	Limestone Std Abr.	800	Nutter Farm - Corr. D			
OB	Sandstone Std Abr.	800	Nutter Farm - Corr. D			

RITCHIE COUNTY

C	Class 10	600	Pennsboro - Corr. D			
E	AASHTO #3	500	Pennsboro - Corr. D			
M	Gabion Stone	3000	Pennsboro - Corr. D			
OA	Limestone Std Abr.	1000	Pennsboro - Corr. D			
OB	Sandstone Std Abr.	1000	Pennsboro - Corr. D			

RITCHIE COUNTY

K	AASHTO #8	1000	Smithville			
OA	Limestone Std Abr.	1000	Smithville			
OB	Sandstone Std Abr.	1000	Smithville			

ROANE COUNTY

A	Class 1	3550	Left Hand - Walton			
D	AASHTO #1	2000	Left Hand - Walton			
E	AASHTO #3	2000	Left Hand - Walton			
G	AASHTO #467	3000	Left Hand - Walton			
H	AASHTO #57	3000	Left Hand - Walton			
I	AASHTO #67	2000	Left Hand - Walton			
L	AASHTO #9	1000	Left Hand - Walton			
OA	Limestone Std Abr.	500	Left Hand - Walton			
OB	Sandstone Std Abr.	500	Left Hand - Walton			
S	AASHTO #8M	1000	Left Hand - Walton			

A.3

F.O.B. Division's Storage Site - DISTRICT 3

2014/2015 Fall/Winter #6615C001

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>ROANE COUNTY</u>						
OA	Limestone Std Abr.	500	Southern Roane - WV 36			
OB	Sandstone Std Abr.	500	Southern Roane - WV 36			
S	AASHTO #8M	500	Southern Roane - WV 36			

ROANE COUNTY

A	Class 1	9000	Spencer	24.90		
D	AASHTO #1	3000	Spencer	26.90		
E	AASHTO #3	4000	Spencer	26.90		
G	AASHTO #467	6400	Spencer	26.90		
H	AASHTO #57	6000	Spencer	26.90		
I	AASHTO #67	2000	Spencer	27.10		
K	AASHTO #8	4000	Spencer	27.00		
L	AASHTO #9	1000	Spencer	34.15		
M	Gabion Stone	1500	Spencer	30.45		
OA	Limestone Std Abr.	2200	Spencer	N/B		
OB	Sandstone Std Abr.	2200	Spencer	18.90		
S	AASHTO #8M	3000	Spencer	N/B		

WIRT COUNTY

OA	Limestone Std Abr.	1500	Elizabeth Headquarters			
OB	Sandstone Std Abr.	1500	Elizabeth Headquarters			

WIRT COUNTY

A	Class 1	4200	Elizabeth - WV CR 14/7			
D	AASHTO #1	250	Elizabeth - WV CR 14/7			
E	AASHTO #3	1500	Elizabeth - WV CR 14/7			
F	AASHTO #4	1500	Elizabeth - WV CR 14/7			
G	AASHTO #467	1500	Elizabeth - WV CR 14/7			
I	AASHTO #67	1800	Elizabeth - WV CR 14/7			
S	AASHTO #8M	1000	Elizabeth - WV CR 14/7			
T	AASHTO #9M	2000	Elizabeth - WV CR 14/7			

A.3

F.O.B. Division's Storage Site - DISTRICT 3

2014/2015 Fall/Winter #6615C001

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

				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
OA	Limestone Std Abr.	1500	Mill Run Road - I-77			
OB	Sandstone Std Abr.	1500	Mill Run Road - I-77			

WOOD COUNTY

A	Class 1	10000	Parkersburg Co. Hqtrs.			
D	AASHTO #1	1000	Parkersburg Co. Hqtrs.			
E	AASHTO #3	3000	Parkersburg Co. Hqtrs.			
F	AASHTO #4	2500	Parkersburg Co. Hqtrs.			
H	AASHTO #57	1000	Parkersburg Co. Hqtrs.			
J	AASHTO #7	2000	Parkersburg Co. Hqtrs.			
K	AASHTO #8	4000	Parkersburg Co. Hqtrs.			
M	Gabion Stone	400	Parkersburg Co. Hqtrs.			
OA	Limestone Std Abr.	4000	Parkersburg Co. Hqtrs.			
OB	Sandstone Std Abr.	4000	Parkersburg Co. Hqtrs.			
S	AASHTO #8M	6000	Parkersburg Co. Hqtrs.			
T	AASHTO #9M	2000	Parkersburg Co. Hqtrs.			

WOOD COUNTY

A	Class 1	6000	Parkersburg - WV 95			
H	AASHTO #57	4000	Parkersburg - WV 95			
I	AASHTO #67	6000	Parkersburg - WV 95			

WOOD COUNTY

OA	Limestone Std Abr.	1000	River Hill-US 50 - Corr. D			
OB	Sandstone Std Abr.	1000	River Hill-US 50 - Corr. D			

PLEASANTS COUNTY (BARGE DELIVERY)

A	Class 1	6500	Colin Anderson Lot			
D	AASHTO #1	1500	Colin Anderson Lot			
E	AASHTO #3	1500	Colin Anderson Lot			
G	AASHTO #467	3000	Colin Anderson Lot			
I	AASHTO #67	3000	Colin Anderson Lot			
M	Gabion Stone	1500	Colin Anderson Lot			
S	AASHTO #8M	4500	Colin Anderson Lot			
T	AASHTO #9M	4500	Colin Anderson Lot			

A.3

F.O.B. Division's Storage Site - DISTRICT 3

2014/2015 Fall/Winter #6615C001

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 Exhibit A.1 (c) and (d) therefore, shall apply to the materials to be delivered to the Division's storage sites below.

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

CINDERS

AA	CINDERS	2500	Millstone	
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JACKSON COUNTY

AA	CINDERS	1000	Ripley	
AA	CINDERS	1000	Medina - I-77	

ROANE COUNTY

AA	CINDERS	7000	Spencer	
AA	CINDERS	1750	Southern Roane - WV 36	

PLEASANTS COUNTY

AA	CINDERS	1500	Belmont	
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RITCHIE COUNTY

AA	CINDERS	5000	Ellenboro	
AA	CINDERS	2000	Smithville	
AA	CINDERS	500	Nutter Farm, APD-Sec.0	
AA	CINDERS	1500	Pennsboro, APD-Sec.1	

WOOD COUNTY

AA	CINDERS	3000	Parkersburg	
AA	CINDERS	1500	Mill Run Road - I-77	

WIRT COUNTY

AA	CINDERS	450	Elizabeth	
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PLEASANTS COUNTY

AA	CINDERS	500	Colin Anderson Lot	
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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

Solicitation

NUMBER
6615C001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2402

*709042537 304-273-5555

V
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VALLEY INC
 PO BOX 100
 MILLWOOD WV 25262

S
H
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O

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
07/07/2014

BID OPENING DATE: 08/12/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
THIS ADDENDUM HAS BEEN ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	EA		750-35		
				STONE AND AGGREGATE/DELIVERY		
***** THIS IS THE END OF RFQ 6615C001 ***** TOTAL:						

SIGNATURE <i>Deborah L Taylor</i>		TELEPHONE (304) 273-5555	DATE 08/08/14
TITLE President	FEIN 55-0521830	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: 6615C001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To extend the bid opening date to August 12th, 2014 at 1:30 PM EST
To attach answers to vendor questions

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

Terms and Conditions:

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

ATTACHMENT A

RFQ#6615C001 Addendum #1 Stone and Aggregate - DELIVERY

Comment #1 Please remove Exhibit A.2 Pricing Page in it's entirety.

Comment #2 Please remove all language throughout the Contract Specifications that reference Exhibit A.2 Pricing Page, such as:

- ✓ 1) from Section 2.2, remove Exhibit A.2 from the language
- ✓ 2) entire Section 3.6
- ✓ 3) entire Section 3.8.2
- ✓ 4) from Section 4.1, remove the second sentence: "A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications on Exhibit A.2, Pricing Page Haul by Vendor."

Comment #3 ✖ Vendors should review Page 6, Contract Term as this is a change from previous contracts which the Vendors should be aware when preparing their pricing documents.

Comment #4 Bid opening has been extended to August 12, 2014 at 1:30 PM EST

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6615C001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Valley Inc.

Company

Deborah L Taylor



Authorized Signature

August 8, 2014

Date

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



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

Solicitation

NUMBER
6615C001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2402

*709042537 304-273-5555

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VALLEY INC
 PO BOX 100
 MILLWOOD WV 25262

S
H
I
P
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O

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
07/30/2014

BID OPENING DATE: 08/12/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 02		
				THIS ADDENDUM HAS BEEN ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
0001	1	EA		750-35		
				STONE AND AGGREGATE/DELIVERY		
				***** THIS IS THE END OF RFQ 6615C001 ***** TOTAL:		

SIGNATURE	<i>Deborah L. Taylor</i>	TELEPHONE	(304)273-5555	DATE	August 8, 2014
TITLE	President	FEIN	55-0521830	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: 6615C001
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To change the life of the contract from one (1) year, to six (6) months

To answer vendor question

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

Terms and Conditions:

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

ATTACHMENT A

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award
and extends for a period of six months.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6615C001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Valley Inc.

Company

Deborah L Taylor

Authorized Signature

August 8, 2014

Date

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

Revised 6/8/2012



CERTIFICATE OF LIABILITY INSURANCE

VALINV1 OP ID: AL

DATE (MM/DD/YYYY)
08/07/2014

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

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

PRODUCER Jim Lively Ins. (Pt. Pleasant) 1506 Jefferson Blvd. Point Pleasant, WV 25550 Angie Nelson	CONTACT NAME:		
	PHONE (A/C, No, Ext): 304-675-4067	FAX (A/C, No): 304-675-4069	
E-MAIL ADDRESS:			
INSURED Valley Inc. Debbie Taylor P.O. Box 100 Millwood, WV 25262	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Westfield Insurance		24112
	INSURER B : BrickStreet Mutual Ins.		12372
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CMM3410749	08/20/2014	08/20/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB1004591	06/11/2014	06/11/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER WV Division of Highways 1900 Kanawha Blvd., East Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Angie Nelson
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Valley Inc.

Signed: 

Date: August 8, 2014

Title: President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Valley Inc.

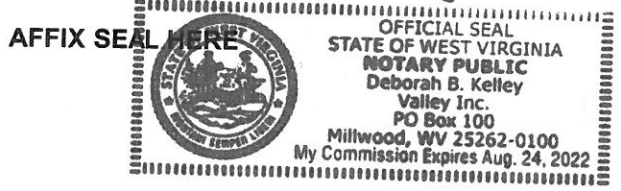
Authorized Signature: _____ Date: August 8, 2014

State of West Virginia

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 8 day of August, 2014.

My Commission expires August 24, 2022.



NOTARY PUBLIC Deborah B. Kelley