



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 260927

Doc Description: STONE, AGGREGATE, CINDERS - MAT.&DELIVERY BY THE VENDOR

Proc Type: Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
2016-10-27	2016-11-22 13:30:00	CRFQ 0803 DOT1700000031	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

Lusher Trucking Co., Inc.  
 70 Davis Branch Road  
 Prichard, WV 25555  
 304-486-5195

11/21/16 11:57:39  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X  FEIN # 550577610

DATE 11/3/16

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate and Cinders and the delivery of these items, by the Vendor, to established District locations throughout the State of West Virginia for use by the West Virginia Division of Highways, per the attached documentation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE, AGGREGATE, CINDERS - MAT.&DELIVERY BY THE VENDOR	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description :**

STONE, AGGREGATE, CINDERS - MAT.&DELIVERY BY THE VENDOR  
per each District's Pricing Pages

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline	2016-11-09

DOT1700000031	<b>Document Phase</b> Draft	<b>Document Description</b> STONE, AGGREGATE, CINDERS - MAT.&DELIVERY BY THE VENDOR	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 9, 2016

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

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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:** (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** November 22, 2016 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.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. 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.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** 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 contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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 Upon Award and extends for a period of 9 1/2 months 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 Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Twenty-four (24) 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.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal 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.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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 of 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 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 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.

**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:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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 licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for \_\_\_\_\_

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.

- 11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. 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.
- 18. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**22. 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.

**23. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**24. 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.

**25. 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 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. PRIVACY, SECURITY, AND 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>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.



**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**35. 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.

**36. 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.

**37. 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.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

**42. 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:
- c. 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;
- d. 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.

**43. 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.

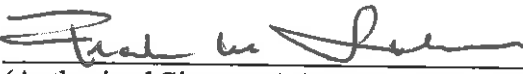
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for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

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
Frank W. Lusher President  
\_\_\_\_\_  
(Name, Title)  
Frank W Lusher President  
\_\_\_\_\_  
(Printed Name and Title)  
70 Davis Branch Prichard, WV 25555  
\_\_\_\_\_  
(Address)  
304-486-5195 304-486 9060  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
lusher236@hotmail.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Lusher Trucking Co., Inc.  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Frank Lusher President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

11/3/16  
\_\_\_\_\_  
(Date)

304-486-5195 304-486-9060  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Stone, Aggregate and Cinders – Materials and Delivery by Vendor Only  
CRFQ DOT1700000031

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for various sizes and types of Stone, Aggregate and Cinders and the delivery of these items, by the Vendor, to established District locations throughout the State of West Virginia for use by the West Virginia Division of Highways.

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

Contract will be effective upon award and shall expire on December 14, 2017.  
Approximately 9 ½ months.

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 and estimated order quantity contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 **“AASHTO”** used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
- 2.6 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
- 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as modified by all subsequent annual Supplemental Specifications.

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**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 Delivery Order. 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.

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**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, the 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



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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

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“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.
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

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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

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
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.

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:

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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.

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

WHERE  
 T = tonnage delivered  
 P = percent price reduction  
 D = cost per ton  
 Q<sub>n</sub> = quantity of non-conforming sub-lot(s)  
 Q<sub>t</sub> = 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:

$$(AP_1 + AP_2) - TD = \text{Final price to be paid after adjustments}$$

OR

$$(AP_1 + AP_2 + AP_3) - 2 TD = \text{Final price to be paid after adjustments}$$

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

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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.

**3.6 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.

**3.7 Bid Instructions:**

Vendors **shall** complete the Information Attachment Form by providing the Vendor's Source Information. Vendors **may** bid any or all items on the Pricing Pages.

**3.7.1 Information Attachment Form Vendor's Source Information:**

The Vendor **shall** provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as:

- a) Source of Material
- b) Exact Location of Vendor's Storage Site(s).

The Vendor **shall** provide the information requested for Cinders **only if** the Vendor is providing Cinders to the WVDOH on this contract:

- c) Source of Material
- d) Exact Location of Vendor's Storage Site(s)

**FAILURE TO PROVIDE THE REQUIRED INFORMATION SHALL  
DISQUALIFY THIS STORAGE SITE(S) AS A SOURCE FOR THE  
ITEMS BEING BID.**

**3.7.2 The Pricing Page shall be F.O.B. Division's established District Storage Site(s), Applicable Contract Items A-W and AA per District, per location.**

**A Vendor may submit more than one Vendor's Storage Site information on one Information Attachment Form ONLY if bid pricing is the SAME for all Storage Sites and all WVDOH locations bid. Separate Pricing Pages and Information Attachment Form**

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**CRFQ DOT170000031**

**MUST be submitted when bid price varies between Vendor's Storage Sites.**

Vendor's bid will be disqualified if both the Pricing Page **AND** Information Attachment Form is not submitted with their bid packet.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. Qualified vendors will be awarded a Contract on Pricing Page F.O.B. Division's established Storage Site to determine a unit price for those locations and items for which their bid is low based on cost, per cubic yard.

Bids submitted will be evaluated by the WVDOH on the basis of cost per cubic yard F.O.B. Division's established Storage 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)				
Fort Martin Power	0.94 (1883)				

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Fort Martin, WV					
Harrison Power Haywood, WV	0.95 (1900)				
John Arnos 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 3.7, Bid Instructions.

The Pricing Pages contain a list of Contract Items along with estimated purchase volume F.O.B. Division’s established 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.

Vendor should electronically enter the information into the Pricing Pages, through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Charles.D.Barnette@wv.gov](mailto:Charles.D.Barnette@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 WVDOH, the WVDOH 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 WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2016 Materials and Delivery by the Vendor Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts’ and Vendors’ notice, any Delivery Order that has not been completely filled by the Vendors from the 2016 Materials and Delivery by the Vendor Contracts 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 Delivery Order only. No Delivery Order from the 2016 Materials and Delivery by the Vendor Contracts 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.

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

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, 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. 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



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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 delivery orders issued under this contract.

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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 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:** Frank W. Lusher  
**Telephone Number:** 304-486-5195      304-544-0183  
**Fax Number:** 304-486-9060  
**Email Address:** lusher236@hotmail.com



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

2017

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>BOONE COUNTY</u>						
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		25.50	
OB	Sandstone Std Abr.	2500	Seth		25.50	
PA	Limestone Mod Abr.	2500	Seth		25.50	
PB	Sandstone Mod Abr.	2500	Seth		25.50	
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		22.65	
OA	Limestone Std Abr.	2500	Rock Creek		22.65	
OB	Sandstone Std Abr.	2500	Rock Creek		22.65	
PA	Limestone Mod Abr.	2500	Rock Creek		22.65	
PB	Sandstone Mod Abr.	2500	Rock Creek		22.65	
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		26.00	
OB	Sandstone Std Abr.	1000	Clinton		26.00	
PA	Limestone Mod Abr.	1000	Clinton		26.00	
PB	Sandstone Mod Abr.	1000	Clinton		26.00	

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			

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

2017

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		25.00	
OA	Limestone Std Abr.	2500	Maysel		25.00	
OB	Sandstone Std Abr.	2500	Maysel		25.00	
PA	Limestone Mod Abr.	2500	Maysel		25.00	
PB	Sandstone Mod Abr.	2500	Maysel		25.00	
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		30.00	
OA	Limestone Std Abr.	2500	Widen Road CR 11		30.00	
OB	Sandstone Std Abr.	2500	Widen Road CR 11		30.00	
PA	Limestone Mod Abr.	2500	Widen Road CR 11		30.00	
PB	Sandstone Mod Abr.	2500	Widen Road CR 11		30.00	
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		23.65	
OA	Limestone Std Abr.	2500	Chelyan		23.65	
OB	Sandstone Std Abr.	2500	Chelyan		23.65	
PA	Limestone Mod Abr.	2500	Chelyan		23.65	
PB	Sandstone Mod Abr.	2500	Chelyan		23.65	
S	AASHTO #8M	3000	Chelyan			
U	Pea Gravel	500	Chelyan			
V	#11 Limestone Abr.	1500	Chelyan	26.50		

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		22.50	
OA	Limestone Std Abr.	2000	Alum Creek Corridor G		22.50	
OB	Sandstone Std Abr.	2000	Alum Creek Corridor G		22.50	
PA	Limestone Mod Abr.	2000	Alum Creek Corridor G		22.50	
PB	Sandstone Mod Abr.	2000	Alum Creek Corridor G		22.50	
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		22.25	
OA	Limestone Std Abr.	2500	Elkview		22.25	
OB	Sandstone Std Abr.	2500	Elkview		22.25	
PA	Limestone Mod Abr.	2500	Elkview		22.25	
PB	Sandstone Mod Abr.	2500	Elkview		22.25	
S	AASHTO #8M	3000	Elkview			

KANAWHA COUNTY

L	AASHTO #9	1000	North Charleston			
N	Fine Aggregate	100	North Charleston		18.25	
OA	Limestone Std Abr.	2500	North Charleston		18.25	
OB	Sandstone Std Abr.	2500	North Charleston		18.25	
PA	Limestone Mod Abr.	2500	North Charleston		18.25	
PB	Sandstone Mod Abr.	2500	North Charleston		18.25	
S	AASHTO #8M	3000	North Charleston			
V	#11 Limestone Abr.	1500	North Charleston	23.00		

KANAWHA COUNTY

A	Class 1	600	ft. 119 Penn. Ave. I-64&I-77			
L	AASHTO #9	1000	ft. 119 Penn. Ave. I-64&I-77			
N	Fine Aggregate	200	ft. 119 Penn. Ave. I-64&I-77		18.25	
OA	Limestone Std Abr.	2500	ft. 119 Penn. Ave. I-64&I-77		18.25	
OB	Sandstone Std Abr.	2500	ft. 119 Penn. Ave. I-64&I-77		18.25	
PA	Limestone Mod Abr.	2500	ft. 119 Penn. Ave. I-64&I-77		18.25	
PB	Sandstone Mod Abr.	2500	ft. 119 Penn. Ave. I-64&I-77		18.25	

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

**2017**

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
<b><u>KANAWHA COUNTY</u></b>						
A	Class 1	3000	St. Albans			
E	AASHTO #3	1800	St. Albans			
M	Gabion Stone	500	St. Albans	23.25		
N	Fine Aggregate	100	St. Albans		17.75	
OA	Limestone Std Abr.	2500	St. Albans		17.75	
OB	Sandstone Std Abr.	2500	St. Albans		17.75	
PA	Limestone Mod Abr.	2500	St. Albans		17.75	
PB	Sandstone Mod Abr.	2500	St. Albans		17.75	
R	Shot Rock	500	St. Albans	25.50		
S	AASHTO #8M	5000	St. Albans			

**JACKSON COUNTY**

A	Class 1	600	Haynes Branch I-77			
D	AASHTO #1	1000	Haynes Branch I-77			
E	AASHTO #3	1000	Haynes Branch I-77			
L	AASHTO #9	1000	Haynes Branch I-77			
N	Fine Aggregate	200	Haynes Branch I-77		19.75	
OA	Limestone Std Abr.	2500	Haynes Branch I-77		19.75	
OB	Sandstone Std Abr.	2500	Haynes Branch I-77		19.75	
PA	Limestone Mod Abr.	2500	Haynes Branch I-77		19.75	
PB	Sandstone Mod Abr.	2500	Haynes Branch I-77		19.75	
S	AASHTO #8M	800	Haynes Branch I-77			

**MASON COUNTY**

A	Class 1	3000	Glenwood	20.35		
D	AASHTO #1	500	Glenwood	20.35		
E	AASHTO #3	1500	Glenwood	20.35		
G	AASHTO #467	1000	Glenwood	20.35		
M	Gabion Stone	1000	Glenwood	21.50		
PA	Limestone Mod Abr.	2500	Glenwood		17.00	
PB	Sandstone Mod Abr.	2500	Glenwood		17.00	
S	AASHTO #8M	5000	Glenwood	28.50		

**MASON COUNTY**

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

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

2017

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
<b>MASON COUNTY</b>						
L	AASHTO #9	1000	Point Pleasant			
N	Fine Aggregate	100	Point Pleasant		18.25	
OA	Limestone Std Abr.	2500	Point Pleasant		18.25	
OB	Sandstone Std Abr.	2500	Point Pleasant		18.25	
PA	Limestone Mod Abr.	2500	Point Pleasant		18.25	
PB	Sandstone Mod Abr.	2500	Point Pleasant		18.25	

PUTNAM COUNTY

A	Class 1	5000	Hurricane Lot	19.49		
D	AASHTO #1	1200	Hurricane Lot	19.49		
E	AASHTO #3	1500	Hurricane Lot	19.49		
G	AASHTO #467	1000	Hurricane Lot	19.49		
L	AASHTO #9	1000	Hurricane Lot	27.00		
OA	Limestone Std Abr.	2500	Hurricane Lot		16.49	
OB	Sandstone Std Abr.	2500	Hurricane Lot		16.49	
PA	Limestone Mod Abr.	2500	Hurricane Lot		16.49	
PB	Sandstone Mod Abr.	2500	Hurricane Lot		16.49	
S	AASHTO #8M	3000	Hurricane Lot	27.00		

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		18.00	
OA	Limestone Std Abr.	1000	Red House		18.00	
OB	Sandstone Std Abr.	1000	Red House		18.00	
PA	Limestone Mod Abr.	2500	Red House		18.00	
PB	Sandstone Mod Abr.	2500	Red House		18.00	
S	AASHTO #8M	5000	Red House			

PUTNAM COUNTY

A	Class 1	60	Scary			
L	AASHTO #9	1000	Scary			
N	Fine Aggregate	200	Scary		18.50	
OA	Limestone Std Abr.	2500	Scary		18.50	
OB	Sandstone Std Abr.	2500	Scary		18.50	
PA	Limestone Mod Abr.	2500	Scary		18.50	
PB	Sandstone Mod Abr.	2500	Scary		18.50	
S	AASHTO #8M	800	Scary			



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

2017

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		23.75	
OA	Limestone Std Abr.	2500	Amma I-79		23.75	
OB	Sandstone Std Abr.	2500	Amma I-79		23.75	
PA	Limestone Mod Abr.	2500	Amma I-79		23.75	
PB	Sandstone Mod Abr.	2500	Amma I-79		23.75	
S	AASHTO #8M	800	Amma I-79			

F.O.B. Division's Storage Site - DISTRICT 2

2017

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>CABELL COUNTY</u>						
A	Class 1	6000	Barboursville Lot	17.44	17.00	
E	AASHTO #3	1000	Barboursville Lot	17.74		
G	AASHTO #467	1000	Barboursville Lot	17.74		
H	AASHTO #57	500	Barboursville Lot	18.14		
I	AASHTO #67	5000	Barboursville Lot	22.00		
K	AASHTO #8	2500	Barboursville Lot	24.79		
L	AASHTO #9	1000	Barboursville Lot	25.50		
M	Gabion Stone	1000	Barboursville Lot	19.09		
OA	Limestone Std Abr.	500	Barboursville Lot		16.00	
PA	Limestone Mod Abr.	500	Barboursville Lot		16.00	
Q	Rip Rap	2000	Barboursville Lot	21.44		
R	Shot Rock	1000	Barboursville Lot	21.44		
S	AASHTO #8M	1000	Barboursville Lot	25.74		
V	#11 Limestone Abr.	3000	Barboursville Lot	17.19		

LINCOLN COUNTY

A	Class 1	1000	Harts	22.69	22.00	
B	Class 2	500	Harts	22.69	22.00	
E	AASHTO #3	500	Harts	22.99		
H	AASHTO #57	500	Harts	23.69		
K	AASHTO #8	1000	Harts	29.90		
M	Gabion Stone	1000	Harts	23.95		
OA	Limestone Std Abr.	1000	Harts		21.00	
Q	Rip Rap	500	Harts	26.50		
R	Shot Rock	1000	Harts	26.50		
S	AASHTO #8M	500	Harts	29.98		
V	#11 Limestone Abr.	1000	Harts	22.49		

LINCOLN COUNTY

A	Class 1	5000	West Hamlin	20.15	20.00	
B	Class 2	1000	West Hamlin	20.15	20.00	
E	AASHTO #3	1500	West Hamlin	20.65		
H	AASHTO #57	2000	West Hamlin	20.79		
I	AASHTO #67	1000	West Hamlin	26.24		
K	AASHTO #8	2000	West Hamlin	26.49		
M	Gabion Stone	1500	West Hamlin	21.49		
OA	Limestone Std Abr.	1000	West Hamlin		18.00	
Q	Rip Rap	2000	West Hamlin	23.44		
R	Shot Rock	1000	West Hamlin	23.44		
S	AASHTO #8M	1000	West Hamlin	27.49		
V	#11 Limestone Abr.	2000	West Hamlin	19.49		

F.O.B. Division's Storage Site - **DISTRICT 2**

**2017**

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>LINCOLN COUNTY</u>						
A	Class 1	2000	Yawkey	22.75	22.00	
B	Class 2	500	Yawkey	22.75	22.00	
E	AASHTO #3	2000	Yawkey	23.25		
H	AASHTO #57	1000	Yawkey	23.25		
K	AASHTO #8	2000	Yawkey	28.75		
M	Gabion Stone	500	Yawkey	24.25		
OA	Limestone Std Abr.	1000	Yawkey		18.00	
Q	Rip Rap	500	Yawkey	27.50		
R	Shot Rock	1000	Yawkey	27.50		
S	AASHTO #8M	500	Yawkey	28.75		
V	#11 Limestone Abr.	1000	Yawkey	22.39		

LOGAN COUNTY

A	Class 1	2000	Chapmanville Corr. G	25.90	24.00	
D	AASHTO #1	1000	Chapmanville Corr. G	25.90		
E	AASHTO #3	500	Chapmanville Corr. G	25.90		
K	AASHTO #8	1500	Chapmanville Corr. G	32.95		
M	Gabion Stone	1000	Chapmanville Corr. G	27.50		
OA	Limestone Std Abr.	1000	Chapmanville Corr. G		24.50	
PA	Limestone Mod Abr.	500	Chapmanville Corr. G		24.50	
R	Shot Rock	1000	Chapmanville Corr. G	29.50		
S	AASHTO #8M	500	Chapmanville Corr. G	32.95		
V	#11 Limestone Abr.	3000	Chapmanville Corr. G	25.50		

LOGAN COUNTY

A	Class 1	1000	Man	31.00	32.00	
D	AASHTO #1	1000	Man	31.00		
E	AASHTO #3	500	Man	31.00		
H	AASHTO #57	500	Man	33.00		
K	AASHTO #8	2000	Man	37.00		
M	Gabion Stone	1000	Man	34.00		
OA	Limestone Std Abr.	1000	Man		26.15	
PA	Limestone Mod Abr.	500	Man		26.15	
R	Shot Rock	1000	Man	34.25		
S	AASHTO #8M	500	Man	37.00		
V	#11 Limestone Abr.	1000	Man	30.90		

F.O.B. Division's Storage Site - **DISTRICT 2**

**2017**

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>LOGAN COUNTY</u>						
A	Class 1	5000	Wilkinson	28.00	26.50	
D	AASHTO #1	1000	Wilkinson	28.00		
E	AASHTO #3	1000	Wilkinson	28.00		
H	AASHTO #57	1000	Wilkinson	29.00		
K	AASHTO #8	2000	Wilkinson	36.00		
M	Gabion Stone	1500	Wilkinson	30.00		
OA	Limestone Std Abr.	2000	Wilkinson		26.50	
PA	Limestone Mod Abr.	500	Wilkinson		26.50	
R	Shot Rock	1500	Wilkinson	33.50		
S	AASHTO #8M	1000	Wilkinson	36.00		
V	#11 Limestone Abr.	2000	Wilkinson	28.35		

MINGO COUNTY

A	Class 1	1000	Gilbert			
D	AASHTO #1	1000	Gilbert			
E	AASHTO #3	500	Gilbert			
H	AASHTO #57	500	Gilbert			
K	AASHTO #8	500	Gilbert			
M	Gabion Stone	1000	Gilbert			
OA	Limestone Std Abr.	200	Gilbert		25.75	
PA	Limestone Mod Abr.	200	Gilbert		25.75	
R	Shot Rock	500	Gilbert			
S	AASHTO #8M	500	Gilbert			
V	#11 Limestone Abr.	1000	Gilbert	31.50		

MINGO COUNTY

A	Class 1	5000	Miller Creek	24.60	23.75	
D	AASHTO #1	500	Miller Creek	24.60		
E	AASHTO #3	1000	Miller Creek	24.60		
H	AASHTO #57	1000	Miller Creek	25.25		
K	AASHTO #8	1500	Miller Creek	31.50		
M	Gabion Stone	800	Miller Creek	25.75		
OA	Limestone Std Abr.	2000	Miller Creek		22.00	
PA	Limestone Mod Abr.	500	Miller Creek		22.00	
R	Shot Rock	1000	Miller Creek	27.50		
S	AASHTO #8M	500	Miller Creek	31.50		
V	#11 Limestone Abr.	3000	Miller Creek	24.50		

F.O.B. Division's Storage Site - DISTRICT 2

2017

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>WAYNE COUNTY</u>						
A	Class 1	2000	Crum	21.45	19.50	
E	AASHTO #3	2000	Crum	22.15		
G	AASHTO #467	2000	Crum	22.15		
H	AASHTO #57	2000	Crum	22.15		
I	AASHTO #67	2000	Crum	26.75		
K	AASHTO #8	2000	Crum	28.95		
M	Gabion Stone	1000	Crum	23.45		
OA	Limestone Std Abr.	1000	Crum		19.00	
PA	Limestone Mod Abr.	500	Crum		19.00	
R	Shot Rock	1000	Crum			
S	AASHTO #8M	500	Crum	28.95		
V	#11 Limestone Abr.	1000	Crum	21.55		

WAYNE COUNTY

A	Class 1	2000	Pritchard	16.49	16.00	
E	AASHTO #3	1000	Pritchard	17.14		
G	AASHTO #467	1000	Pritchard	17.14		
H	AASHTO #57	2000	Pritchard	17.24		
I	AASHTO #67	2000	Pritchard	22.70		
K	AASHTO #8	2000	Pritchard	24.00		
M	Gabion Stone	3000	Pritchard	18.70		
OA	Limestone Std Abr.	2000	Pritchard		16.50	
PA	Limestone Mod Abr.	500	Pritchard		16.50	
R	Shot Rock	1000	Pritchard	21.50		
S	AASHTO #8M	500	Pritchard	24.00		
V	#11 Limestone Abr.	2000	Pritchard	17.00		

WAYNE COUNTY

A	Class 1	9000	Wayne	18.80	17.50	
B	Class 2	8000	Wayne	18.80	17.50	
E	AASHTO #3	1000	Wayne	19.10		
G	AASHTO #467	2000	Wayne	19.10		
H	AASHTO #57	5000	Wayne	19.35		
I	AASHTO #67	2000	Wayne	24.35		
K	AASHTO #8	3000	Wayne	25.75		
M	Gabion Stone	1000	Wayne		18.00	
OA	Limestone Std Abr.	2000	Wayne		18.00	
PA	Limestone Mod Abr.	200	Wayne	21.95		
Q	Rip Rap	1500	Wayne	21.95		
R	Shot Rock	500	Wayne	26.00		
S	AASHTO #8M	1000	Wayne	18.25		
V	#11 Limestone Abr.	2000	Wayne			

F.O.B. Division's Storage Site - DISTRICT 2

2017

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton)	
				F.O.B. DOH Storage Site	
<u>CABELL COUNTY</u>				<u>LIMESTONE ONLY</u>	
E	AASHTO #3	Limestone	1000	Barboursville	17.74
H	AASHTO #57	Limestone	500	Barboursville	18.14
I	AASHTO #67	Limestone	5000	Barboursville	22.00
S	AASHTO #8M	Limestone	1000	Barboursville	25.74

LINCOLN COUNTY

E	AASHTO #3	Limestone	500	Harts	22.99
H	AASHTO #57	Limestone	500	Harts	23.69
S	AASHTO #8M	Limestone	1000	Harts	29.98

LINCOLN COUNTY

E	AASHTO #3	Limestone	1500	West Hamlin	20.65
H	AASHTO #57	Limestone	2000	West Hamlin	20.79
I	AASHTO #67	Limestone	1000	West Hamlin	26.24
S	AASHTO #8M	Limestone	1000	West Hamlin	27.49

LINCOLN COUNTY

E	AASHTO #3	Limestone	2000	Yawkey	23.25
H	AASHTO #57	Limestone	1000	Yawkey	23.25
S	AASHTO #8M	Limestone	1000	Yawkey	28.75

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Chapmanville Corr. G	25.90
E	AASHTO #3	Limestone	500	Chapmanville Corr. G	25.90
S	AASHTO #8M	Limestone	1000	Chapmanville Corr. G	32.95

LOGAN COUNTY

H	AASHTO #57	Limestone	500	Man	33.00
S	AASHTO #8M	Limestone	1000	Man	37.00

LOGAN COUNTY

D	AASHTO #1	Limestone	1000	Wilkinson	28.00
E	AASHTO #3	Limestone	1000	Wilkinson	28.00
H	AASHTO #57	Limestone	1000	Wilkinson	29.00
S	AASHTO #8M	Limestone	1000	Wilkinson	36.00

F.O.B. Division's Storage Site - DISTRICT 2

2017

Bid Price (\$/Ton)

F.O.B.

DOH Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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<b>LIMESTONE ONLY</b>
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MINGO COUNTY

D	AASHTO #1	Limestone	1000	Gilbert	
E	AASHTO #3	Limestone	500	Gilbert	
H	AASHTO #57	Limestone	500	Gilbert	
S	AASHTO #8M	Limestone	1000	Gilbert	

MINGO COUNTY

D	AASHTO #1	Limestone	500	Miller Creek	24.60
E	AASHTO #3	Limestone	1000	Miller Creek	24.60
H	AASHTO #57	Limestone	1000	Miller Creek	25.25
S	AASHTO #8M	Limestone	1000	Miller Creek	31.50

WAYNE COUNTY

E	AASHTO #3	Limestone	2000	Crum	22.15
H	AASHTO #57	Limestone	2000	Crum	22.15
I	AASHTO #67	Limestone	2000	Crum	26.75
S	AASHTO #8M	Limestone	1000	Crum	28.95

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Pritchard	17.14
H	AASHTO #57	Limestone	2000	Pritchard	17.24
I	AASHTO #67	Limestone	2000	Pritchard	22.70
S	AASHTO #8M	Limestone	1000	Pritchard	24.00

WAYNE COUNTY

E	AASHTO #3	Limestone	1000	Wayne	19.10
H	AASHTO #57	Limestone	5000	Wayne	19.35
I	AASHTO #67	Limestone	2000	Wayne	24.35
S	AASHTO #8M	Limestone	1000	Wayne	26.00

# State of West Virginia

## 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

**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: Lusher Trucking Co., Inc.

Signed: 

Date: 11/3/16

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: Lusher Trucking Co., Inc.

Authorized Signature: *Frank W. Lusher* Date: 11/3/16

State of WV

County of Wayne, to-wit:

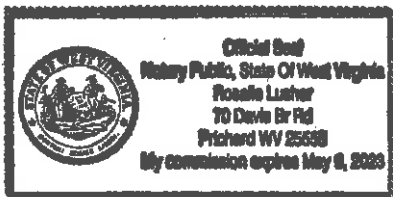
Taken, subscribed, and sworn to before me this 3rd day of November, 2016.

My Commission expires May 6, 2023

AFFIX SEAL HERE

NOTARY PUBLIC

*Frank W. Lusher*  
Purchasing Affidavit (Revised 08/01/2015)



# CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)  
9/13/2016

**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.**

<b>PRODUCER</b> Brands Insurance Agency, Inc. P.O. Box 62267 Cincinnati, OH 45262-0267 p (513) 777-7775 f (513) 777-7782 certificates@brandsinsurance.com	<b>INSURER(S) AFFORDING COVERAGE</b> A Northland Insurance Company	<b>NAIC #</b> 24015
<b>INSURED</b> Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC	WN187534	2/18/2016	2/18/2017	EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Per 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
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTO	WN187534	2/18/2016	2/18/2017	COMBINED SINGLE LIMIT \$1,000,000
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE				EACH OCCURENCE
					AGGREGATE
	<b>WORKERS COMPENSATION</b> <b>EMPLOYERS' LIABILITY</b> ANY PROPRIETIER/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N If yes, describe under DESCRIPTION OF OPERATIONS				OTHER EL EACH ACCIDENT EL DISEASE - EACH EMP EL DISEASE - POLICY LIMIT
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY -EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
A	OTHER Cargo	WN167534	2/18/2016	2/18/2017	Limit \$100,000 Deductible \$1,000 Deductible (Theft Only) \$2,500
A	Cargo	WN187534	2/18/2016	2/18/2017	Limit \$10,000 Deductible \$1,000 Deductible (Theft Only) \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FOR VEHICLES ON SCHEDULE WITH INSURING COMPANIES

Certificate holder is listed as additional insured for auto liability only.

**CERTIFICATE HOLDER**

**CANCELLATION**

WV Division of Highways  
 1900 Kanawha Blvd. E.  
 Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

LISTED AS ADDITIONAL INSURED

AUTHORIZED REPRESENTATIVE

