



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

Header 1

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 607936

Procurement Type: Central Purchase Order

Vendor ID: VS0000001756

Legal Name: CXT INC

Alias/DBA:

Total Bid: \$209,250.00

Response Date: 09/03/2019

Response Time: 10:18

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000024

Published Date: 8/15/19

Close Date: 9/4/19

Close Time: 13:30

Status: Closed

Solicitation Description: CONCRETE LAGGING-VARIOUS SIZES (10200014)

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 607936
Solicitation Description : CONCRETE LAGGING-VARIOUS SIZES (10200014)
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-09-04 13:30:00	SR 0803 ESR09031900000001358	1

VENDOR
VS0000001756 CXT INC

Solicitation Number: CRFQ 0803 DOT2000000024

Total Bid : \$209,250.00 **Response Date:** 2019-09-03 **Response Time:** 10:18:04

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	CONCRETE LAGGING 6" X 24" X 69"	1200.00000	EA	\$89.000000	\$106,800.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description : CONCRETE LAGGING 6" THICK X 24" WIDE X 69" IN LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	CONCRETE LAGGING 8" X 24" X 69"	200.00000	EA	\$99.000000	\$19,800.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description : CONCRETE LAGGING 8" THICK X 24" WIDE X 69" IN LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	CONCRETE LAGGING 6" X 24" X 45"	600.00000	EA	\$59.500000	\$35,700.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description : CONCRETE LAGGING 6" THICK X 24" WIDE X 45" IN LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	CONCRETE LAGGING 8" X 24" X 45"	150.00000	EA	\$68.000000	\$10,200.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description : CONCRETE LAGGING 8" THICK X 24" WIDE X 45" IN LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	CONCRETE LAGGING 4" X 24" X 45"	600.00000	EA	\$61.250000	\$36,750.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :	CONCRETE LAGGING 4" THICK X 24" WIDE X 45" IN LENGTH
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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: 607936

Doc Description: CONCRETE LAGGING-VARIOUS SIZES (10200014)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-15	2019-09-04 13:30:00	CRFQ 0803 DOT2000000024	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:

*Carr Concrete, a division of CXT Inc.
 PO BOX 265 Waverly, WV 26184
 304-464-4441*

TOTAL: \$209,250.00

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X

FEIN #

91-1498605

DATE

9-3-19

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF PRECAST SOLID CONCRETE LAGGING IN VARIOUS SIZES AND THICKNESS PER THE ATTACHED DOCUMENTS.

***QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CONCRETE LAGGING 6" X 24" X 69"	1200.00000	EA	89.00	106,800.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :
CONCRETE LAGGING 6" THICK X 24" WIDE X 69" IN LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CONCRETE LAGGING 8" X 24" X 69"	200.00000	EA	99.00	19,800.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :
CONCRETE LAGGING 8" THICK X 24" WIDE X 69" IN LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	CONCRETE LAGGING 6" X 24" X 45"	600.00000	EA	59.50	35,700.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :
CONCRETE LAGGING 6" THICK X 24" WIDE X 45" IN LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	CONCRETE LAGGING 8" X 24" X 45"	150.00000	EA	68.00	10,200.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :
CONCRETE LAGGING 8" THICK X 24" WIDE X 45" IN LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV24740 US		DIVISION OF HIGHWAYS DISTRICT TEN 270 HARDWOOD LN PRINCETON WV 24740 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	CONCRETE LAGGING 4" X 24" X 45"	600.00000	EA	61.25	36,750.00

Comm Code	Manufacturer	Specification	Model #
30103619			

Extended Description :


CONCRETE LAGGING 4" THICK X 24" WIDE X 45" IN LENGTH

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2019-08-20

Exhibit A Pricing Page

CRFQ DOT2000000024

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Cost
1	1200	EACH	6" Thick x 24" Width x 69" Length Solid Precast Concrete Lagging	89.00	106,800
2	200	EACH	8" Thick x 24" Width x 69" Length Solid Precast Concrete Lagging	99.00	19,800
3	600	EACH	6" Thick x 24" Width x 45" Length Solid Precast Concrete Lagging	59.50	35,700
4	150	EACH	8" Thick x 24" Width x 45" Length Solid Precast Concrete Lagging.	68.00	10,200
5	600	EACH	4" Thick x 24" Width x 45" Length Solid Precast Concrete Lagging.	61.25	36,750
Total Bid Amount 					209,250.00

REQUEST FOR QUOTATION
CRFQ DOT2000000024
Precast Solid Concrete Lagging in Various Sizes (10-20-0014)

5. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 180 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at West Virginia Division of Highways at 270 Hardwood Lane, Princeton, WV 24740.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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 resaleable condition. Items shall be deemed to be in a resaleable condition if they are unused and in the original packaging. Any restocking fee for items not in a resaleable 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:

REQUEST FOR QUOTATION
CRFQ DOT200000024
Precast Solid Concrete Lagging in Various Sizes (10-20-0014)

3.1.1.4 Eight-inch-thick by Twenty-four inches in width by Forty-five inches in length solid precast concrete lagging. See Exhibit B specifications sheet.

3.1.1.5 Four-inch-thick by Twenty-four inches in width by Forty-five inches in length solid precast concrete lagging. See Exhibit B specifications sheet.

3.1.1.6 Compressive strength of concrete at Twenty-eight (28) days shall not be less than Three Thousand (3000) P.S.I (Pounds Per Square Inch).

3.1.1.7 All concrete is to be Air-entrained (7%) plus or minus 2.5% Cure in Accordance to M-199.

3. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by inputting the Unit Price for each Item Number and multiplying by the Quantity to calculate the Total Cost for each. The Total Cost for each Item Number will be added together to calculate the Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
CRFQ DOT2000000024
Precast Solid Concrete Lagging in Various Sizes (10-20-0014)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of District Ten West Virginia Division of Highways, 270 Hardwood Lane, Princeton to establish a contract for the one-time purchase of Four inch (4”), Six inch (6”) and Eight inch (8”) precast solid concrete lagging.
1. **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. **“Contract Item”** means Four inch (4”), Six inch (6”) and Eight inch (8”) solid concrete lagging as more fully described by these specifications.
 - 2.1 **“Pricing Page”** means the pages, contained in WVOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
2. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Precast solid concrete lagging. See Exhibit B**
 - 3.1.1.1 Six-inch-thick by Twenty-four inches in width by Sixty-nine inches in length solid precast concrete lagging. See Exhibit B specifications sheet.
 - 3.1.1.2 Eight-inch-thick by Twenty-four inches in width by Sixty-nine inches in length solid precast concrete lagging. See Exhibit B specifications sheet.
 - 3.1.1.3 Six-inch-thick by Twenty-four inches in width by Forty-five inches in length solid precast concrete lagging. See Exhibit B specifications sheet.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000024

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

Carr Concrete, a division of CXTINC.

Company



Authorized Signature

9-3-19

Date

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

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.

Keith Kostelac, Project Manager
(Name, Title)
Keith Kostelac, Project Manager
(Printed Name and Title)
PO Box 265 Waverly, WV 26084
(Address)
304-464-4441 / 304-464-4013
(Phone Number) / (Fax Number)
KKostelac@1bfoster.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.

Carr Concrete, a division of CXT, INC.
(Company)
[Signature] PM
(Authorized Signature) (Representative Name, Title)
Keith J Kostelac Project Manager
(Printed Name and Title of Authorized Representative)
9-2-19
(Date)
304-464-4441 / 304-464-4013
(Phone Number) (Fax Number)

“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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Carr Concrete, a Address: PO BOX 265
division of CRTIC. Waverly, WV 26184

Name of Authorized Agent: Keith Kostelac Address: Same

Vendor Code
Contract Number: VS0000001750 Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

- 1. **Subcontractors or other entities performing work or service under the Contract**
 Check here if none, otherwise list entity/individual names below.

- 2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
 Check here if none, otherwise list entity/individual names below.

- 3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
 Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 9/3/18

Notary Verification

State of WV, County of Wood:

I, Windi Kapraun, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 3 day of Sept, 2019.

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Carr Concrete, a division of CXT Inc.

Authorized Signature: [Signature] Date: 9/3/19

State of WV

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 3 day of Sept., 2019.

My Commission expires 2-8, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)