

# O C CLUSS LUMBER COMPANY

2025 PLEASANT VALLEY ROAD-FAIRMONT WV 26554

PH: 304-333-1305 FAX 304-366-9247

## FACSIMILE TRANSMISSION COVER SHEET

TO: Crystal Husted

FROM: Kathy Osborne @ O C CLUSS LUMBER CO FAIRMONT WV

DATE: 12/2/19

IF YOU DID NOT RECEIVE ALL 17 PAGES INCLUDING THIS COVER SHEET, PLEASE CONTACT US IMMEDIATELY.

\*\*\*\*\*SPECIAL INSTRUCTIONS\*\*\*\*\*

SEALED BID:

BUYER: Crystal Husted

SOLICITATION NO.: CRFG DOT 2000000073

BID OPENING DATE: December 4, 2019

BID OPENING TIME: 1:30 pm

FAX NUMBER: 304-558-3970

RECEIVED  
2019 DEC -4 AM 11:19  
WV PURCHASING  
DIVISION



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

State of West Virginia  
Request for Quotation  
06 -- Building Supply

Proc Folder: 649505  
Doc Description: TREATED AND UNTREATED LUMBER (0520C0191)  
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-13	2019-12-04 13:30:00	CRFQ 0803 DOT2000000073	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:

OC CLUSS LUMBER COMPANY  
2025 PLEASANT VALLEY RD  
FAIRMONT WV 26554  
304/333-1339

KATHY OSBORNE  
OUTSIDE SALES SPECIALIST  
304/276-9465  
Kosborne@occluss.com

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

*Kathy J Osborne*

FEIN #

25-0410150

DATE

12/2/19

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 AN OPEN-END CONTRACT FOR TREATED AND UNTREATED LUMBER 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 FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LUMBER	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30103803			

Extended Description :  
PRICING TO BE INCLUDED ON ATTACHED EXHIBIT A PRICING PAGE

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-11-20

DOT2000000073	<b>Document Phase</b> Final	<b>Document Description</b> TREATED AND UNTREATED LUMBER (0520C0191)	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**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.

KATHY OSBORNE, CONTRACTOR OUTSIDE SALES  
 (Name, Title)  
KATHY OSBORNE, CONTRACTOR OUTSIDE SALES  
 (Printed Name and Title)  
2025 PLEASANT VALLEY RD FAIRMONT WV 26554  
 (Address)  
304/333-1339 304/366-9247 FAX  
 (Phone Number) / (Fax Number)  
Kosborne@occluss.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.

O.C. CLUSS LUMBER COMPANY  
(Company)

Kathy J. Osborne Kathy Osborne, Contractor Outside Sales  
(Authorized Signature) (Representative Name, Title)

Kathy Osborne, Contractor Outside Sales  
(Printed Name and Title of Authorized Representative)

12/2/19  
(Date)

304/333-1339 work phone 304/276-9665 cell 304/366-9247 Fax #  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2000000073**

**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.

O. C. CLASS LUMBER COMPANY  
Company

Kathy J. Osborne  
Authorized Signature

12/2/19  
Date

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

Exhibit A Pricing Page - Lumber					
CRFQ DOT2000000073					
Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price	Total Cost
001	10	EA	6X6X16 SYP (Southern Yellow Pine) TREATED #2	53.49	534.90
002	10	EA	2X12X16 SYP (Southern Yellow Pine) TREATED #1	29.70	297.00
003	10	EA	2X10X16 SYP (Southern Yellow Pine) TREATED #1	19.95	199.50
004	5	EA	2X10X20 SYP (Southern Yellow Pine) TREATED #2	30.00	150.00
005	5	EA	2X12X20 SYP (Southern Yellow Pine) TREATED #2	66.47	332.35
006	5	EA	6X6X20 SYP (Southern Yellow Pine) TREATED #2	95.75	478.75
007	20	EA	3/4X4X8 SYP (Southern Yellow Pine) CDX (CDX stands for "C-D Exposure 1 plywood". C-D means that one side of the plywood is rated "C" grade and the other side is rated "D" grade. The letter "X" means the glue of the plywood is exterior glue) TREATED	29.45	589.00
008	20	EA	2X8X8 SYP (Southern Yellow Pine) TREATED #2 #1	8.05	161.00
009	10	EA	2X8X8 SYP (Southern Yellow Pine) TREATED #1 #1	8.05	80.50
010	10	EA	2X6X10 SYP (Southern Yellow Pine) TREATED #2	6.75	67.50
011	25	EA	2X8X10 SYP (Southern Yellow Pine) TREATED #1	10.15	253.75
012	10	EA	2X8X12 SYP (Southern Yellow Pine) TREATED #1	12.30	123.00
013	5	EA	2X8X16 SYP (Southern Yellow Pine) TREATED #1	16.80	84.00
014	5	EA	1X12 #2 COMMON BOARD 10'	14.56	72.80
015	5	EA	1X10 #2 COMMON BOARD 10'	11.07	55.35
016	5	EA	1X4 #2 COMMON BOARD 10'	4.67	23.35
017	5	EA	1X6 #2 COMMON BOARD 10'	7.47	37.35
018	5	EA	1X8 #2 COMMON BOARD 10'	8.13	40.65
019	5	EA	1X12X8 #2 COMMON BOARD	11.43	58.15
020	10	EA	1X10X8 #2 COMMON BOARD	8.85	88.50
021	10	EA	1X4X8 #2 COMMON BOARD	3.73	37.30
22	10	EA	1X6X8 #2 COMMON BOARD	5.97	59.70
23	25	EA	1X8X8 #2 COMMON BOARD	6.51	162.75
24	10	EA	1X10X10 #2 COMMON BOARD	11.07	110.70
25	10	EA	1X12X10 #2 COMMON BOARD	14.53	145.30
26	10	EA	1X4X10 #2 COMMON BOARD	4.67	46.70
27	10	EA	1X6X10 #2 COMMON BOARD	7.47	74.70
28	10	EA	1X8X10 #2 COMMON BOARD	8.13	81.30
29	10	EA	1X10X12 #2 COMMON BOARD	13.28	132.80
30	10	EA	1X12X12 #2 COMMON BOARD	17.44	174.40
31	10	EA	1X4X12 #2 COMMON BOARD	5.60	56.00
32	10	EA	1X6X12 #2 COMMON BOARD	8.96	89.60

Exhibit A Pricing Page - Lumber					
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Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price	Total Cost
33	10	EA	1X8X12 #2 COMMON BOARD	9.76	97.60
34	10	EA	1X10X14 #2 COMMON BOARD	15.49	154.90
35	10	EA	1X12X14 #2 COMMON BOARD 14'	23.25	232.50
36	10	EA	1X4X14 #2 COMMON BOARD 16'	7.47	74.70
37	10	EA	1X6X14 #2 COMMON BOARD 16'	11.95	119.50
38	10	EA	1X8X14 #2 COMMON BOARD 16'	13.01	130.10
39	10	EA	1X10X16 #2 COMMON BOARD	17.71	177.10
40	10	EA	1X12X16 #2 COMMON BOARD	23.25	232.50
41	10	EA	1X4X16 #2 COMMON BOARD	7.47	74.70
42	10	EA	1X6X16 #2 COMMON BOARD	11.95	119.50
43	10	EA	1X8X16 #2 COMMON BOARD	13.01	130.10
44	25	EA	7/16X4X8 OSB (Oriented Strand Board)	10.75	268.75
45	25	EA	19/32X4X8 OSB (Oriented Strand Board)	17.95	448.75
46	25	EA	23/32X4X8 OSB (Oriented Strand Board), T&G (Tongue & Groove)	20.45	511.25
47	10	EA	19/32 B O.C. (on center) DECO SYP (Southern Yellow Pine) T1-11	37.33	373.30
48	20	EA	23/32X4X8 SYP (Southern Yellow Pine) RATED SHEATH	45.00	900.00
49	20	EA	15/32X4X8 RATED SHEATH 4 Ply	30.95	619.00
50	20	EA	19/32X4X8 SYP (Southern Yellow Pine) RATED SHEATH	22.95	459.00
51	20	EA	5/8 FIRE RETARDANT CDX (on exposure 2 plywood) FIR	40.91	818.20
52	10	EA	23/32X4X8 (Tongue & Groove) WEY (Weyerhaeuser) EDGE GOLD	23.95	239.50
53	10	EA	23/32X4X8 ADVANTECH (Tongue & Groove)	32.45	324.50
54	10	EA	15/32X4X8 SYP (Southern Yellow Pine) BC (BC Grade)	21.95	219.50
55	10	EA	23/32X4X8 SYP (Southern Yellow Pine) BC (BC Grade)	29.45	294.50
56	10	EA	1/4X4X4 MULTIPLY		
57	20	EA	2X12X8 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
58	20	EA	2X10X8 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
59	20	EA	2X6X8 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
60	20	EA	2X8X8 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	8.05	161.00
61	15	EA	2X10X10 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
62	20	EA	2X4X10 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
63	10	EA	2X6X10 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	6.75	67.50
64	10	EA	2X8X10 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
65	10	EA	2X12X12 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		



Exhibit A Pricing Page - Lumber					
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Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price	Total Cost
66	10	EA	2X10X12 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
67	10	EA	2X4X12 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
68	10	EA	2X6X12 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
69	10	EA	2X8X12 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	12.30	123.00
70	10	EA	2X10X14 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
71	10	EA	2X12X14 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
72	10	EA	2X4X14 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
73	10	EA	2X6X14 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
74	10	EA	2X8X14 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
75	10	EA	2X10X16 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
76	10	EA	2X12X16 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
77	10	EA	2X4X16 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
78	10	EA	2X6X16 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
79	10	EA	2X8X16 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	16.80	168.00
80	5	EA	2X10X18 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
81	5	EA	2X10X20 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	30.00	150.00
82	8	EA	2X12X20 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	46.47	332.35
83	5	EA	2X6X20 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	18.54	92.80
84	5	EA	2X8X20 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)	24.27	121.35
85	5	EA	2X12X24 KD(Kiln Dried) SPF (Spruce, Pine, Fir)/HF (Hem Fir) #2 WF	61.48	307.40
86	10	EA	2X12 S-DRY SPF (Spruce, Pine, Fir) #2&BTREATED (Better)		
87	10	EA	2X10 S-DRY SPF (Spruce, Pine, Fir) #2&BTREATED (Better)		
88	10	EA	2X4 S-DRY SPF (Spruce, Pine, Fir) STD (Standard)&BTREATED (Better)		
89	10	EA	2X6 S-DRY SPF (Spruce, Pine, Fir) #2&BTREATED (Better)		
90	10	EA	2X8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) STD (Standard)&BTREATED (Better)		
91	5	EA	2X10X24 KD(Kiln Dried) SPF (Spruce, Pine, Fir)/HF (Hem Fir) #2 WF	42.20	211.00
92	10	EA	2X6X16 KD(Kiln Dried) DF-FL (Douglas Fir-Larch) #2&BTREATED (Better)		
93	10	EA	2X6 KD(Kiln Dried) DF-FL (Douglas Fir-Larch) #2&BTREATED (Better)		
94	10	EA	2X6X104-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) STUD	6.25	62.50
95	10	EA	2X4X8 #2&BTREATED (Better) KD(Kiln Dried) SPF (Spruce, Pine, Fir)		
96	10	EA	2X6X92-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) PREM		
97	10	EA	2X4X92-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) STUD	3.15	31.50
98	10	EA	2X6X92-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) STUD	4.85	48.50

Exhibit A Pricing Page - Lumber  
CRFQ DOT2000000073

Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price	Total Cost
89	20	EA	2X6X104-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) PREM		
100	10	EA	2X4X104-5/8 KD(Kiln Dried) SPF (Spruce, Pine, Fir) PREM		
101	10	EA	3 STEP STREATEDINGER PRESSURE TREATED SYP (Southern Yellow Pine)		
102	10	EA	4 STEP STREATEDINGER PRESURE TREATED SYP (Southern Yellow Pine)		
103	5	EA	5 STEP STREATEDINGER PRESSURE TREATED SYP (Southern Yellow Pine)		
104	15	EA	4X4X6 SYP (Southern Yellow Pine) TREATED #2		
105	15	EA	2X12X8 SYP (Southern Yellow Pine) TREATED #2	14.65	219.75
106	15	EA	2X10X8 SYP (Southern Yellow Pine) TREATED #2	9.10	136.50
107	25	EA	4X4X8 SYP (Southern Yellow Pine) TREATED #2	8.90	222.50
108	25	EA	5/4X6X8 STD (Standard) TREATED DECKING	6.60	165.00
109	20	EA	6X6X8 SYP (Southern Yellow Pine) TREATED #2 #1	28.27	565.40
110	5	EA	1X4X8 TREATED APPEARANCE GRADE TREATED		
111	5	EA	1X6X8 TREATED APPEARANCE GRADE TREATED	9.75	48.75
112	25	EA	2X2X8 SYP (Southern Yellow Pine) TREATED #1		
113	5	EA	5/4X6X8 SYP (Southern Yellow Pine) PREM TREATED	6.60	33.00
114	5	EA	6X6X8 SYP (Southern Yellow Pine) TREATED #1 #2	21.65	108.25
115	20	EA	2X4X8 #1 PRIME TREATED SYP (Southern Yellow Pine)	4.10	82.00
116	20	EA	2X6X8 #2 PRIME TREATED SYP (Southern Yellow Pine)	5.25	105.00
117	20	EA	2X10X10 SYP (Southern Yellow Pine) TREATED #2	13.35	267.00
118	10	EA	2X12X10 SYP (Southern Yellow Pine) TREATED #2 #1	17.65	176.50
119	20	EA	2X8X10 SYP (Southern Yellow Pine) TREATED #2 #1	10.15	101.50
120	10	EA	4X4X10 SYP (Southern Yellow Pine) TREATED #2	10.70	107.00
121	10	EA	5/4X6X10 STD (Standard) TREATED DECKING	8.35	83.50
122	5	EA	6X6X10 SYP (Southern Yellow Pine) TREATED #2	37.17	185.85
123	10	EA	2X10X10 SYP (Southern Yellow Pine) TREATED #1	13.35	133.50
124	10	EA	2X12X10 SYP (Southern Yellow Pine) TREATED #1	17.65	176.50
125	5	EA	5/4X6X10 SYP (Southern Yellow Pine) PREM TREATED	8.35	41.75
126	5	EA	6X6X10 SYP (Southern Yellow Pine) TREATED #1 #2	28.45	142.25
127	10	EA	2X4X10 #2 PRIME TREATED SYP (Southern Yellow Pine)	5.60	56.00
128	10	EA	2X6X10 #2 PRIME TREATED SYP (Southern Yellow Pine)	6.75	67.50
129	15	EA	2X10X12 SYP (Southern Yellow Pine) TREATED #2 #1	15.10	226.50
130	15	EA	2X12X12 SYP (Southern Yellow Pine) TREATED #2 #1	22.90	343.50
131	20	EA	2X8X12 SYP (Southern Yellow Pine) TREATED #2 #1	12.30	246.00

Exhibit A Pricing Page - Lumber					
CRFQ DOT2000000073					
Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price	Total Cost
132	5	EA	4X4X12 SYP (Southern Yellow Pine) TREATED #2	12.60	63.00
133	10	EA	4X6X12 SYP (Southern Yellow Pine) TREATED #2	25.65	256.50
134	20	EA	6X6X12 SYP (Southern Yellow Pine) TREATED #2	42.67	853.40
135	20	EA	2X4X12 #2 PRIME TREATED SYP (Southern Yellow Pine)	6.65	133.00
136	20	EA	2X6X12 #2 PRIME TREATED SYP (Southern Yellow Pine)	8.35	167.00
137	20	EA	2X10X16 SYP (Southern Yellow Pine) TREATED #2 #1	19.95	399.00
138	20	EA	2X12X16 SYP (Southern Yellow Pine) TREATED #2 #1	29.70	594.00
139	20	EA	2X8X16 SYP (Southern Yellow Pine) TREATED #2	16.80	336.00
140	20	EA	4X4X16 SYP (Southern Yellow Pine) TREATED #2	17.95	359.00
141	1	EA	DELIVERY FEE, IF APPLICABLE	500.00	500.00
<b>Total Bid Amount</b>				<b>\$ 21,496.90</b>	

VENDOR NAME	O. C. CLUSS LUMBER CO.
VENDOR ADDRESS	2025 PLEASANT VALLEY RD FAIRMONT WV 26554
PHONE #	304/333-1339 work 304/276-9665 cell
EMAIL	Kosburne@occluss.com
SIGNATURE	Kathy T. Osborne

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), 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 §81-5-3) 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: O C CLUSS LUMBER Co

Authorized Signature: Kathy D Osborne Date: 12/2/19

State of West Virginia

County of Marian to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of December, 2019.

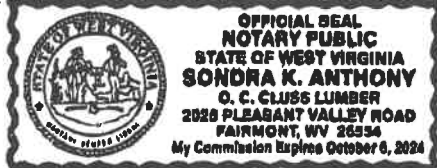
My Commission expires October 6, 2024, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC

Sandra K Anthony

Purchasing Affidavit (Revised 01/19/2018)



**REQUEST FOR QUOTATION  
CRFQ DOT2000000073  
Treated and Untreated Lumber (0520C0191)**

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**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:** Kathy Osborne  
**Telephone Number:** 304/276-9665  
**Fax Number:** 304/366-9249  
**Email Address:** Kosborne@occlusi.com

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$100,000.00-\*\*\*SEE BELOW per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*STATE OF WV MUST BE INCLUDED AS AN ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

- \*\*\*CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**  
STATE OF WV  
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 10/01/2019