

# 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: 12/6/19

IF YOU DID NOT RECEIVE ALL 14 PAGES INCLUDING THIS COVER SHEET, PLEASE CONTACT US IMMEDIATELY.

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

SEALED BID:

Buyer Crystal Husted

SOLICITATION NO.: CRF9 DOT2000000087

BID OPENING DATE: December 19, 2019

BID OPENING TIME: 1:30 PM

FAX NUMBER: 304-558-3970

RECEIVED  
2019 DEC -6 AM 9:19  
WV PURCHASING  
DIVISION

**REQUEST FOR QUOTATION  
CRFQ DOT2000000087  
Lumber for District 8 (08200272)**

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- 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: Kathy Osborne  
 Telephone Number: 304/376-9665  
 Fax Number: 304/366-9247  
 Email Address: Kosborne@occluss.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT20000000087**

**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. CLUSS LUMBER COMPANY  
Company

Kathy J. Osborn  
Authorized Signature

12/6/19  
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.

Kathy Osborne, Contractor Outside Sales  
(Name, Title)

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

2025 PLEASANT VALLEY RD FAIRMONT WV 26534  
(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)

12/6/19  
(Date)

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

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: O.C. CLUSS LUMBER CO

Authorized Signature: Kathy J. Osborne Date: 12/6/19

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of December, 2019.

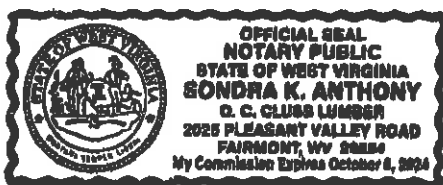
My Commission expires October 6, 2024, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC

Sandra K. Anthony

Purchasing Affidavit (Revised 01/19/2018)





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: 652640

Doc Description: LUMBER FOR DISTRICT 8(08200272)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-03	2019-12-19 13:30:00	CRFQ 0803 DOT2000000087	1

**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  
Contractor Outside Sales  
304/276-9665  
kosborne@occlus.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 *12/6/19*

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 TO PROVIDE LUMBER TO DISTRICT EIGHT (8) 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\*\*\*

TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT EIGHT - ALL LOCATIONS PO BOX 1516 ELKINS WV26241 US		DIVISION OF HIGHWAYS DISTRICT EIGHT - HEADQUARTERS 1101 N. RANDOLPH AVE. ELKINS WV 26241 US	

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

Comm Code	Manufacturer	Specification	Model #
30103603			

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

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2018-12-09

	Document Phase	Document Description	Page 3
DOT2000000087	Final	LUMBER FOR DISTRICT 8(08200272)	of 3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



CRFQ DOT2000000087

Item No.	Estimated Quantity	Unit of Measure	Description	Unit Price
001	20	EACH 29.45	3/4X4X8 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	\$ 589.00
002	20	EACH 35.00	1/2 x4 x 8 SYP Treated CDX Plywood	700.00
003	10	EACH 3.73	1X4X8 #2 Common Board Pine	37.30
004	10	EACH 5.97	1X6X8 #2 Common Board Pine	59.70
005	25	EACH 6.51	1X8X8 #2 Common Board Pine	162.75
006	10	EACH 13.28	1X10X12 #2 Common Board Pine	132.80
007	10	EACH 5.60	1X4X12 #2 Common Board Pine	56.00
008	10	EACH 8.96	1X6X12 #2 Common Board Pine	89.60
009	10	EACH 9.76	1X8X12 #2 Common Board Pine	97.60
010	10	EACH 17.44	1x12x12 #2Common Board Pine	174.40
011	10	EACH 17.71	1X10X16 #2 Common Board Pine	177.10
012	10	EACH 3.15	2X4X92-5/8 Kiln Dried Stud <i>SPRUC</i> <i>PRE CUT</i>	31.50
013	10	EACH 4.85	2X6X92-5/8 Kiln Dried Stud <i>SPRUC</i> <i>PRE CUT</i>	48.50

Dec/06/2019 9:13:53 AM

Received: 3043669247  
O.C. Class 304-366-9247


Dec 6 2019 09:15am  
9/14

014	<del>10</del> 12	EACH 9.89	3 Step Treated Stringer Pressure Treated Southern Yellow Pine Units of 12	118.68
015	10	EACH 4.15	2x4x104 5/8 Kiln Dried Spruce Pine Fir Stud	41.50
016	10	EACH 28.45	2x12x16 Kiln Dried Spruce Pine Fir #2 or Better	284.50
017	20	EACH 29.45	23/32X4X8 Southern Yellow Pine Rated Sheath	589.00
018	20	EACH 21.95	15/32X4X8 Rated Sheath 4 Ply	439.00
019	20	EACH 22.95	19/32X4X8 Southern Yellow Pine Rated Sheath	459.00
020	20	EACH 45.00	5/8 Fire Retardant CDX (C-D Exposure 1 plywood) FIR	900.00
021	10	EACH 23.95	23/32X4X8 Tongue & Groove Weyerhaeuser Edgegold	239.50
22	10	EACH 32.45	23/32X4X8 Advantech Tongue & Groove	324.50
23	10	EACH 30.95	15/32X4X8 Southern Yellow Pine BC Grade	309.50
24	10	EACH 39.95	23/32X4X8 Southern Yellow Pine BC Grade	399.50
25	10	EACH 3.15	2x4x8 spruce pine fir #2 or better	31.50
26	110	EACH 4.95	2x4x10 spruce pine fir #2 or better	544.50
27	10	EACH 5.95	2x4x12 spruce pine fir #2 or better	59.50
28	110	EACH 8.15	2x4x16 spruce pine fir #2 or better	896.50
29	10	EACH 4.95	2x6x8 spruce pine fir #2 or better	49.50
30	10	EACH 7.35	2x6x10 spruce pine fir #2 or better	73.50

31	10	EACH 8.75	2x6x12 spruce pine fir #2 or better	87.50
32	10	EACH 11.45	2x6x16 spruce pine fir #2 or better	114.50
33	10	EACH 7.45	2x8x8 spruce pine fir #2 or better	74.50
34	10	EACH 10.45	2x8x10 spruce pine fir #2 or better	104.50
35	10	EACH 11.95	2x8x12 spruce pine fir #2 or better	119.50
36	10	EACH 16.25	2x8x16 spruce pine fir #2 or better	162.50
37	10	EACH 8.65	2x10x8 spruce pine fir #2 or better Hem - Fir / Spruce	86.50
38	10	EACH 12.65	2x10x10 spruce pine fir #2 or better Hem - Fir / Spruce	126.50
39	10	EACH 15.45	2x10x12 spruce pine fir #2 or better Hem - Fir / Spruce	154.50
40	10	EACH 18.45	2x10x16 spruce pine fir #2 or better Hem - Fir / Spruce	184.50
41	10	EACH 14.95	2x12x8 spruce pine fir #2 or better	149.50
42	10	EACH 18.25	2x12x10 spruce pine fir #2 or better	182.50
43	10	EACH 21.95	2x12x12 spruce pine fir #2 or better	219.50
44	<del>10</del> 12	EACH 13.14	4 Step Treated Stringer Pressure Treated Southern Yellow Pine Units of 12	157.68
45	<del>8</del> 12	EACH 16.41	5 Step Treated Stringer Pressure Treated Southern Yellow Pine Units of 12	196.92
46	15	<u>EACH</u>	4X4X6 Southern Yellow Pine Treated #2	
47	15	EACH 14.75	2X12X8 Southern Yellow Pine Treated #2 or Better Above Ground	221.25

48	15	EACH 9.00	2X10X8 Southern Yellow Pine Treated #2 or Better Above Ground	135.00
49	25	EACH 8.90	4X4X8 Southern Yellow Pine Treated #2 or Better Ground Contact	222.50
50	20	EACH 21.65	6X6X8 Southern Yellow Pine Treated #2 or Better Ground Contact	433.00
51	5	EACH 8.80	1X4X8 Treated Apperance Grade Treated 1X4X12 D DRY SELECT T.40	44.00
52	25	EACH	2X2X8 Southern Yellow Pine Treated #1	
53	5	EACH 6.65	5/4X6X8 Southern Yellow Pine Prem Treated	33.25
54	5	EACH 18.15	5/4x6x16 Southern Yellow Pine Prem Treated	90.75
55	20	EACH 4.00	2X4X8 #1 Prime Treated Southern Yellow Pine Above Ground	80.00
56	20	EACH 5.05	2X6X8 #2 Prime Treated Southern Yellow Pine Above Ground	101.00
57	20	EACH 13.35	2X10X10 Southern Yellow Pine Treated #2 or Better Above Ground	267.00
58	10	EACH 17.75	2X12X10 Southern Yellow Pine Treated #2 or Better Above Ground	177.50
59	20	EACH 10.10	2X8X10 Southern Yellow Pine Treated #2 or Better Above Ground	202.00
60	10	EACH 10.70	4X4X10 Southern Yellow Pine Treated #2 or Better Ground Contact	107.00
61	5	EACH 28.45	6X6X10 Southern Yellow Pine Treated #2 or Better Ground Contact	142.25
62	10	EACH 13.35	2X10X10 Southern Yellow Pine Treated #2 or Better Above Ground	133.50
63	10	EACH 17.75	2X12X10 Southern Yellow Pine Treated #2 or Better Above Ground	177.75
64	5	EACH 8.45	5/4X6X10 Southern Yellow Pine Prem Treated	42.25

65	5	EACH 4.90	5/4x6x12 Southern Yellow Pine Prem Treated	49. <sup>50</sup>
66	10	EACH 5.30	2X4X10 #1 Prime Treated Southern Yellow Pine Above Ground	53. <sup>00</sup>
67	10	EACH 6.50	2X6X10 #1 Prime Treated Southern Yellow Pine Above Ground	65. <sup>00</sup>
68	15	EACH 6.10	2X10X12 Southern Yellow Pine Treated #2 or Better Above Ground	224. <sup>50</sup>
69	15	EACH 23.10	2X12X12 Southern Yellow Pine Treated #2 or Better Above Ground	346. <sup>50</sup>
70	20	EACH 12.30	2X8X12 Southern Yellow Pine Treated #2 or Better Above Ground	246. <sup>00</sup>
71	5	EACH 12.60	4X4X12 Southern Yellow Pine Treated #2 or Better Ground Contact	63. <sup>00</sup>
72	10	EACH 25.85	4X6X12 Southern Yellow Pine Treated #2 or Better Ground Contact	258. <sup>50</sup>
73	20	EACH 32.70	6X6X12 Southern Yellow Pine Treated #2 or Better Ground Contact	654. <sup>00</sup>
74	20	EACH 6.40	2X4X12 #1 Prime Treated Southern Yellow Pine Above Ground	128. <sup>00</sup>
75	20	EACH 8.05	2X6X12 #1 Prime Treated Southern Yellow Pine Above Ground	161. <sup>00</sup>
76	20	EACH 19.95	2X10X16 Southern Yellow Pine Treated #2 or Better Above Ground	399. <sup>00</sup>
77	20	EACH 29.70	2X12X16 Southern Yellow Pine Treated #2 or Better Above Ground	594. <sup>00</sup>
78	20	EACH 16.70	2X8X16 Southern Yellow Pine Treated #2 or Better Above Ground	334. <sup>00</sup>
79	20	EACH 17.95	4X4X16 Southern Yellow Pine Treated #2 or Better Ground Contact	359. <sup>00</sup>
80	20	EACH 10.00	1x10x8 # 2 Common board Pine	200. <sup>00</sup>
81	20	EACH 8.55	1x4x16 #2 Common board Pine	171. <sup>00</sup>

82	20	EACH 12.45	1x6x16 #2 Common board Pine	249.00
83	20	EACH 15.60	1x8x16 # 2 Common board Pine	312.00
84	25	EACH 10.75	7/16x4x8 Oriented strand board	268.75
85	10	EACH 17.95	19/32x4x8 Oriented strand board <i>Square edge</i>	179.50
86	15	EACH 42.75	19/32x4 8 OC DECO SYP T1-11	641.25
87	200	EACH 29.45	3/4x4x8 SYP CDX (not treated)	5,890
<b>Total Bid Amount</b> 				300.00 <b>\$24,995.53</b>

DELIVER