

Fax

To: John W. Estep	From: Nathaniel Wright
Fax: 304-558-3970	Pages:
Phone: 304-558-2566	Date: 08-11-21
Re: Stone & Aggregate 2021 Material & Pickup 6621C074	cc:

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Comments:

BID RECEIVED LATE

BUYER

John Estep

WITNESS

Jessica Horace

DISQUALIFIED

RECEIVED
08/11/21 14:17:43
Purchasing Division



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 909165		Reason for Modification:	
Doc Description: STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-21	2021-08-11 13:30	CRFQ 0803 DOT2200000021	1

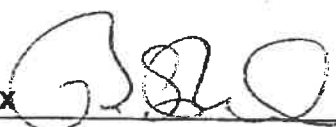
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS 00000 18015
Vendor Name: Hay Lick Aggregates LLC
Address: 340 Haylick Hollow
Street :
City: Fairmont
State: WV Country: USA Zip: 26554
Principal Contact: BRIAN L. Redmond
Vendor Contact Phone: 713-705-4591 Extension:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X  FEIN# 37-1903633 DATE 8-11-21

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

ADDITIONAL INFORMATION

REQUET FOR QUOTATION:

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, Cinders, and/or Slag for PICK UP F.O.B. from the Vendor's Storage Site ONLY, by WVDOH Forces. Per the bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO

SHIP TO

VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

STONE AGGREGATE CINDERS 2019 MATERIAL & PICKUP BY WVDOH
PER ATTACHED PRICING PAGE AND INFORMATION ATTACHMENT FORM

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions Due by 10:00am	2021-07-29

	Document Phase	Document Description	Page
DOT2200000021	Final	STONE & AGGREGATE 2021 MATERIAL & PICKUP 6621C074	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Hog Lick Aggregates LLC

Authorized Signature: [Signature] Date: 8/11/21

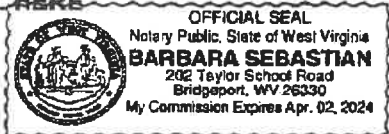
State of West Virginia

County of Mingo, to-wit:

Taken, subscribed, and sworn to before me this 11 day of August, 2021.

My Commission expires April 2, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

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, Cinders, and/or Slag for **PICK UP F.O.B.** from the Vendor's Storage Site **ONLY**, by WVDOH Forces.

2. **DEFINITIONS:** The terms used throughout this solicitation shall have the assigned meanings as indicated below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item, Items, or Pay Items"**- interchangeable terms for the list of goods and/or services identified in Section 3 and throughout this contract and its Attachments.
 - 2.2 **"Solicitation"**- official notice published by the West Virginia Purchasing Division of an opportunity to bid to supply the State of WV with goods and/or services.
 - 2.3 **"WVDOH" and "Agency"**- the West Virginia Division of Highways.
 - 2.5 **"AASHTO"** - American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.6 **"Contractor" or "Vendor"** - interchangeable terms referring to any person or entity that submits 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 contract Items through this contract or other means.
 - 2.7 **"Standard Specs"** - the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Spec book edition, as amended/modified by all subsequent annual Supplemental Specifications.
 - 2.8 **"Emergency Work" and "Emergency Requests"** – interchangeable terms for the provision of goods and/or services (as designated by Agency District Engineer or his designee at a minimum), which must be done without delay by the Vendor based on Agency need and owing to circumstances for which the Agency could not have reasonably expected.
 - 2.9 **"F.O.B. Vendors Storage Site"** - Free-on-Board from Vendors Storage Locations. WVDOH will pick up contract Items as specified on the Delivery Order via truck/other conveyance and owns the goods from that point on.

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

- 2.10 "ATTACHMENT A, Pricing Pages," and "ATT A" – interchangeable terms for the MANDATORY FORM attached hereto and available as an electronic spreadsheet, to be completed by the Vendor for supplying the schedule of Prices and totals, used by the Agency to evaluate the bid responses, and/or for ordering.**
- 2.11 "ATTACHMENT B, Information Form," and "ATT B" - interchangeable terms for the MANDATORY FORM available in wvOASIS or attached hereto, to be completed by all Vendors to supply the Vendor's sourced plants and locations, storage locations, certification status, and/or key personnel, contact information, or other essential information which shall correspond with Vendor's pricing, as defined herein.**

3. GENERAL REQUIREMENTS:

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

- 3.1.1 WHAT NEEDS INCLUDED WITH THE BID:** These Specifications have been modified since the previous solicitation. The Vendor should carefully read this entire invitation to bid. Omitting any required forms, Attachments, or documentation described throughout will result in disqualification of the bid, in part or whole. As detailed herein, the Vendor shall include, at a minimum,
- _ the entire *completed* bid invitation/ solicitation document,
 - _ Signature Pages,
 - _ Contract Manager page with name, email, phone number, etc.
 - _ All pricing related ATTACHMENTS (ATT A, and ATT B, etc.):
 - _ ATT A -Pricing Page (preferably done in electronic spreadsheet format)
 - _ ATT B -Information Form
 - _ Purchasing Affidavit
 - _ Ethics/Disclosure (when provided by the Agency as part of the Solicitation)
 - _ All other required forms or supportive information as stated herein.

- 3.2 Specifications:** The following Sections of the Standard Specs shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, and 401, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest Supplemental) by completing the attached Standard Specifications Order Form and emailing it to DOHSpecifications@wv.gov or mailing it to the following address:

Contract Administration Division
1900 Kanawha Boulevard East

**REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency**

Building Five, Room 840
Charleston, WV 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm_20171128.pdf

3.3 Materials: The following materials are to be provided under this contract.

<u>MATERIAL</u>	<u>STANDARD SPECS SECTION</u>
Fine Aggregate (NOTE 1)	702
Coarse Aggregate (NOTE 1 & 4)	703
Crushed Stone	703.1
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (NOTE 2, 3, 5 & 8)	
Aggregate for Base and Sub-base	704.6
No. 8 Modified and No. 9 Modified (NOTE 3 & 4)	703.3
No. 11 Limestone for SRIC (NOTE 6)	703.1
Quarry Waste (NOTE 7)	
Steel Slag for SRIC (NOTE 8)	703.3
Imbricated Stone (NOTE 9)	704.5

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.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements of AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
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**REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency**

	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

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

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

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

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

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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 as per 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.

NOTE 8: Steel Slag for SRIC, Pricing Pages Item OC, 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.

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>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 9: Imbricated Stone/Rock shall meet the Standard Specs 704.5 -- Special Rock Fill, as amended. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated

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Stone & Aggregate Pickup by Agency**

Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

3.4 Sampling and Testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation - WVDOH Pick-up	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content-	See NOTE 2 below.

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods in accordance with established Division procedures. 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, OC, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 Acceptance Plan: Per Section 703 of the Standard Specs, as amended, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results, provided and

**REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency**

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, as amended. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

The Agency reserves the right to have environmental sources sample, test and evaluate material deliveries. If material fails to comply with the WVDOH quality requirements, the nonconforming material will not be accepted and shall be removed and replaced at the Vendor's expense or, at the option of the ordering District/Agency, may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

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

TABLE 1

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5

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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 the WVDOH picks up 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 this certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity picked up, multiply the percent of non-conforming material contained in the stockpile by the quantity picked up, 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 picked up, 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.

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

- WHERE**
- T = tonnage picked up
 - P = percent price reduction
 - D = cost per ton
 - Qn = quantity of non-conforming sub-lot(s)
 - Qt = quantity of total stockpile
 - AP = adjusted payment

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity picked up (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage picked up (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage picked up, and so on. Example:

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

OR

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

WHERE: AP = price to be paid after initial adjustment for one nonconforming sub-lot determined by the above equation.

In the event material is picked up 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.

- 3.7 Bid Instructions:** Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid by completing Attachments A and B. Vendors may bid any or all Items and locations. The ATT A and ATT B are located in TABS of one Excel spreadsheet for the Pick Up contract. In effort to expedite the bid evaluation, Vendor should electronically enter its bid information into the Agency spreadsheets provided and upload them with its bid documents into wvOASIS, if available. The Vendor can request the electronic copy of the spreadsheet by sending an email request to the buyer for this solicitation: John.W.Estep@wv.gov

Bidding on any one contract Item may not imply the acceptance of the bid on any other contract Item(s).

**REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency**

- 3.7.1 Attachment A (ATT A) Pricing Pages:** After placing the Vendor's name at the top of each ATT A, the Vendor shall provide its Pricing for Items for pick up by WVD OH forces, F.O.B. from its Storage Site locations listed on the ATT B. Vendor's bid price for Items on the Pick Up contract shall include **loading** of WVD OH trucks by the Vendor.
- 3.7.2 Attachment B (ATT B) Information Form:** After placing its name at the top of each ATT B, the Vendor shall list its Source and Storage Sites on the ATT B, to correspond with its Pricing on the ATT A. For Pick Up Items bid, the Vendor shall supply the following information on the ATT B for Limestone, Sandstone, Gravel, Sand, Cinders, Blast Furnace Slag, or Steel Slag:
- Exact Name and Physical Address of Plant Sourcing Material
 - Exact Physical Address Location of Vendor's Storage Site(s)
 - Contact information for recipient of Agency Orders
 - Contact information for recipient of Agency Invoices
- 3.7.3 FAILURE TO PROVIDE THE ATT A PRICING AND THE ATT B WITH THE BID SHALL DISQUALIFY THE BID ITEMS.**
- 3.8 Emergency Requests** as ordered by WVD OH District Engineer or his designee is the provision of contract Items that shall be initiated within twenty four (24) hours from when the Delivery Order is received by the Vendor, therefore a rushed response is needed from the Vendor, (see "Definitions" Section above).
- 4. CONTRACT AWARD:** The contract is intended to provide Agencies with a purchase price on all contract Items. A contract shall be awarded to all responsible, qualified Vendors, (see the entire "GENERAL REQUIREMENTS" Section above).
- 4.1 Determining Low Bid for Pick Up:** Methodology used to determine the low bid Vendor per pickup, the WVD OH District Engineer will calculate the lowest overall total cost of the price of material, Item A through W and Item AA plus a haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional ton-mile.
- 4.2 No future use of the contract or any individual Item is guaranteed or implied.** The Pricing Pages contain a list of Pick Up contract Items F.O.B. from Vendor's Storage site(s). For those Vendors who wish to bid, there is no anticipated purchase/pickup volume. Pick up from a Vendor's Storage Site is typically only used when delivery is not feasible for an Agency project.
- 5. CONTRACT AWARD TRANSITION:**

REQUEST FOR QUOTATION
Stone & Aggregate Pickup by Agency

Upon the award of this contract, notwithstanding the effective date, completed and encumbered date, or any other suggested or established date by the Agency, the WVDOH Operations Division will announce the effective "date of use" of this contract to the Districts and Vendors. Upon announcing the date of use, any "open" Delivery Order issued during the previously effective contract(s) where Item pick up has started, shall remain in effect and not be cancelled until that Delivery Order is completely fulfilled. Any issued Delivery Order that is "inactive," meaning Item pick up has not been started, shall be cancelled and reissued off the new contract. No inactive Delivery Order from the previously effective contracts should be held open by the District or the Vendor longer than ten (10) working days after notice of the effective date of use of the new contracts.

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.

6. ORDERING AND PAYMENT:

6.1 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 can 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. Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/ billing/ payment addresses with WVDOH and in wvOASIS as applicable.

6.1.1 ACKNOWLEDGEMENT OF AGENCY ORDERS: To acknowledge all Agency orders and ascertain Delivery Order acceptance, Vendor must respond to the ordering Agency - in writing - by email or fax by no later than **THREE (3) business days** of the date of the Delivery Order, and no later than **4:00p.m.** on the third business day. Failure for any reason to provide the Agency with written acknowledgement of any Agency Delivery Orders/revisions thereto shall be considered Delivery Order refusal and subject to cancellation, at a minimum, (see Section 8, Vendor Default and this contracts Terms and Conditions).

6.2 Delivery Order: Agency will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by an Agency Engineer or his designee and should be completed on a WV-39 Blanket Release Order. The order should detail the contract Items and amount needed, the pick up location, and the date for the pick up

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which shall become the agreed upon pick up date. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are NOT acceptable as a Delivery Order.

- 6.3 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 (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this contract, Vendor must accept payment by electronic funds transfer and P-Card. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

7. RETURN:

- 7.1 Return of Unacceptable Items:** At its own discretion, if the Agency deems the contract Items to be unacceptable or not compliant with the contract terms, the Items shall be returned to Vendor at Vendor's expense and with no restocking charge. At the Agency's option, Vendor shall either 1) arrange for the return as directed by the Agency, or 2) permit the Agency to arrange for the Item's return at Agency's convenience and reimburse the Agency for its delivery expenses. As applicable, if the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. At the Agency's discretion, the returned product shall either be replaced immediately on the day of the notification or as directed by the Agency, or the Agency shall receive a full credit or refund for the purchase price within three days of the date notified.
- 7.2 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt. Vendor shall not charge a restocking fee if returned products are in a resalable condition, unused, and in the original packaging, if applicable. 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, whichever is less.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a Vendor default under this contract.
- 8.1.1** Failure to provide contract Items in accordance with the requirements contained herein.

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- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the contract Services provided under this contract.
- 8.1.4 Failure to remedy deficient performance upon request.
- 8.2 The following remedies shall be available to Agency upon default.
 - 8.2.1 Immediate cancellation of the contract.
 - 8.2.2 Immediate cancellation of one or more release orders issued under this contract.
 - 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

- 9.1 **No Substitutions:** Vendor shall supply only contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this contract.
- 9.2 **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.
- 9.3 **Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased contract Items, total dollar value, quantities, shipments, and pick up information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.
- 9.4 **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 shall provide and maintain the Agency with current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.


Contract Manager: Nathaniel Weight

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Telephone Number: 681-209-8425
Fax Number: NONE
Email Address: nathaniel@hlaggregates.com

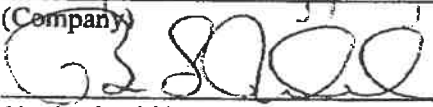
Vendor shall inform the Agency in writing of any changes to the information provided above and/or changes to support personnel supplied by the Vendor on ATT B within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

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.

 Sales & Business Development
 (Name, Title)
Nathaniel Wright, Sales & Business Development
 (Printed Name and Title)
340 Hoglick Hollow, Fairmont WV 26554
 (Address)
681-209-8425, None
 (Phone Number) / (Fax Number)
Nathaniel@hloggregates.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Hog Lick Aggregates LLC
 (Company)
 BRIAN REDMOND, PRESIDENT
 (Authorized Signature) (Representative Name, Title)
Brian L Redmond, Owner / President
 (Printed Name and Title of Authorized Representative)
8-10-21
 (Date)
713-705-4591, None
 (Phone Number) (Fax Number)

Attachment A (ATT A) Pricing Page
Stone & Aggregate with Pick Up by WVDOH from Vendor's Storage Site ONLY
Vendor shall provide Storage Site information on ATT B for PICKUP

VENDOR NAME: Hog Lick Aggregates

2021-2022

Contract Item	Description of Material	Bid Price per Ton Items A-W, Z and AA F.O.B. Vendor's Storage Site		
		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate			
B	Class 2 Aggregate			
C	Class 10 Aggregate			
D	AASHTO #1 Aggregate	14.00		
E	AASHTO #3 Aggregate	14.00		
F	AASHTO #4 Aggregate			
G	AASHTO #467 Aggregate			
H	AASHTO #57 Aggregate			
I	AASHTO #67 Aggregate			
J	AASHTO #7 Aggregate			
K	AASHTO #8 Aggregate			
L	AASHTO #9 Aggregate			
M	Stone for Gabions	14.00		
N	Fine Aggregate			
OA	Limestone Standard Abrasives			
OB	Sandstone Standard Abrasives			
OC	Steel Slage for SRIC			
PA	Limestone Modified Abrasives			
PB	Sandstone Modified Abrasives			
Q	Rip Rap	15.00		
R	Shot Rock	11.00		
S	AASHTO #8 Modified			
T	AASHTO #9 Modified			
U	Pea Gravel			
V	#11 Limestone Abrasives			
W	Quarry Waste	8.00		
Z	Imbricated Stone			
AA	Cinders			

6621C074 PICKUP

**ATTACHMENT B (ATT B) Information Form
Stone & Aggregate Pick Up by WVDOH 6621C074**

Vendor Name:	Hog Lick Aggregates
Vendors Phone #, Email Address to contact for placing Orders:	(681)209-8425, Nathaniel@hlaggregates.com
Vendors Phone #, Email Address to contact for Invoices:	(681)209-8427, Accounting@hlaggregates.com
Vendors Phone #, Email Address to contact for Payment:	(681)209-8427, Accounting@hlaggregates.com

This ATT B must be completed and submitted with the bid and coordinate with the Items pricing on the ATT A..

	Vendors Sources/Plants	Vendors Storage Sites
	Source Name & Location (physical address), Phone #	Location (physical address), Phone #
Limestone	Hog Lick Aggregates	340 Hoglick Hollow, Fairmont WV 26554
	340 Hoglick Hollow, Fairmont WV 26554	(681)209-8425
	(681)209-8425	
Sandstone	Hog Lick Aggregates	340 Hoglick Hollow, Fairmont WV 26554
	340 Hoglick Hollow, Fairmont WV 26554	(681)209-8425
	(681)209-8425	
Blast Furnace Slag		
Steel Slag		
Cinders		