



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

Header @ 1

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1082134

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: VANTACORE PARTNERS LP

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2300000015

Published Date: 8/5/22

Close Date: 8/17/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

<b>Proc Folder:</b>	1082134	
<b>Solicitation Description:</b>	STONE & AGGREGATE Pick Up by Agency	
<b>Proc Type:</b>	Central Master Agreement	
<b>Solicitation Closes</b>	<b>Solicitation Response</b>	<b>Version</b>
2022-08-17 13:30	SR 0803 ESR08172200000000877	1

<b>VENDOR</b>
000000189272 VANTACORE PARTNERS LP

**Solicitation Number:** CRFQ 0803 DOT2300000015  
**Total Bid:** 0      **Response Date:** 2022-08-17      **Response Time:** 11:54:33  
**Comments:**

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

<b>Vendor Signature X</b>	<b>FEIN#</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Item A Class 1 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Item B Class 2 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Item C Class 10 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Item D AASHTO #1 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Item E AASHTO #3 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Item F AASHTO #4 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Item G AASHTO #467 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Item H AASHTO #57 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Item I AASHTO #67 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Item J AASHTO #7 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Item K AASHTO #8 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Item L AASHTO #9 Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Item M Stone for Gabions	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Item N Fine Aggregate	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Item OA Limestone Standard Abrasives	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Item OB Sandstone Standard Abrasives	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Item OC Steel Slag for SRIC	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Item PA Limestone Modified Abrasives	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Item PB Sandstone Modified Abrasives	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Item Q Rip Rap	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Item R Shot Rock	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Item S AASHTO #8 Modified	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Item T AASHTO #9 Modified	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:****Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Item U Pea Gravel	0.00000	TON	0.000000	0.00



Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Item V #11 Limestone Abrasives	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Item W Quarry Waste	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Item Z Imbricated Stone	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Item AA Cinders	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
11111600			

**Commodity Line Comments:**

**Extended Description:**

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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: 1082134			Reason for Modification:
Doc Description: STONE & AGGREGATE Pick Up by Agency			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-05	2022-08-17 13:30	CRFQ 0803 DOT2300000015	1

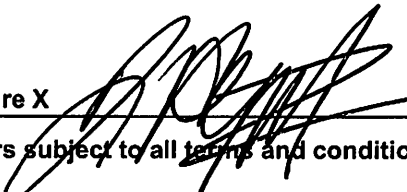
**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
 Vendor Name: *Laurel Aggregates*  
 Address: *2404 Cranberry Sq*  
 Street:  
 City: *Morgantown*  
 State: *WV* Country: *Mon* Zip: *26508*  
 Principal Contact: *Jim Yondura*  
 Vendor Contact Phone: *304-296-7501* Extension:

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

Vendor Signature X  FEIN# *45-5217900* DATE *8/16/22*

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

**ADDITIONAL INFORMATION**

**REQUEST 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.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA 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	Item A Class 1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA 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
2	Item B Class 2 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Item C Class 10 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Item D AASHTO #1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Item E AASHTO #3 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
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<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Item F AASHTO #4 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
 Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Item G AASHTO #467 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Item H AASHTO #57 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Item I AASHTO #67 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Item J AASHTO #7 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Item K AASHTO #8 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Item L AASHTO #9 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.



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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Item M Stone for Gabions	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Item N Fine Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Item OA Limestone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
 Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Item OB Sandstone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**  
 Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Item OC Steel Slag for SRIC	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Item PA Limestone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Item PB Sandstone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Item Q Rip Rap	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Item R Shot Rock	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Item S AASHTO #8 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Item T AASHTO #9 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER  No City                      WV US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City                      WV US
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Item U Pea Gravel	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Item V #11 Limestone Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Item W Quarry Waste	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Item Z Imbricated Stone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Item AA Cinders	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use the ATT A to enter Pricing AND Materials Source Details for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-08-10

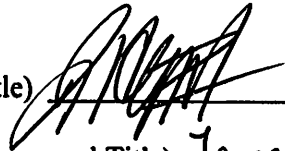


	Document Phase	Document Description	Page
DOT2300000015	Final	STONE & AGGREGATE Pick Up by Agency	16

**ADDITIONAL TERMS AND CONDITIONS**

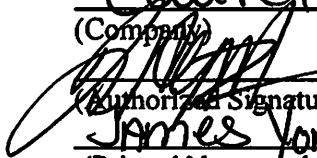
See attached document(s) for additional Terms and Conditions

**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.

(Name, Title)  Sales Manager  
(Printed Name and Title) James Yondura Sales Manager  
(Address) 2404 Cranberry Sq, Moorestown, WV 26508  
(Phone Number) / (Fax Number) 304-296-7501 / 304-777-2729  
(email address) james.yondura@arccsa.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Laurel Aggregates  
(Company)  
 James Yondura Sales Manager  
(Authorized Signature) (Representative Name, Title)  
James Yondura Sales Manager 8/16/22  
(Printed Name and Title of Authorized Representative) (Date)  
304-296-7501 304-777-2729  
(Phone Number) (Fax Number)  
james.yondura@arccsa.com  
(Email Address)

**Stone & Aggregate PICK UP by WVDOH from Vendor's Storage Site  
Attachment A "ATT A" - Pricing Page with Source and Storage Information**

Enter your VENDOR NAME:

*Lanuel Agg.*

Contract Item		Vendor shall Enter its Pick Up by Agency Bid Price per Ton		
Comm Line	Description of Material	Limestone, Sandstone, Gravel, Sand	Steel Slag	Cinders
1	Item A Class 1 Aggregate	12.00		
2	Item B Class 2 Aggregate	12.00		
3	Item C Class 10 Aggregate	12.50		
4	Item D AASHTO #1 Aggregate	14.00		
5	Item E AASHTO #3 Aggregate	15.00		
6	Item F AASHTO #4 Aggregate	14.00		
7	Item G AASHTO #467 Aggregate	16.00		
8	Item H AASHTO #57 Aggregate	16.00		
9	Item I AASHTO #67 Aggregate	17.00		
10	Item J AASHTO #7 Aggregate			
11	Item K AASHTO #8 Aggregate	30.00		
12	Item L AASHTO #9 Aggregate			
13	Item M Stone for Gabions	14.00		
14	Item N Fine Aggregate	10.00		
15	Item OA Limestone Standard Abrasives	30.00		
16	Item OB Sandstone Standard Abrasives			
17	Item OC Steel Slag for SRIC			
18	Item PA Limestone Modified Abrasives			
19	Item PB Sandstone Modified Abrasives			
20	Item Q Rip Rap	25.00		
21	Item R Shot Rock	25.00		
22	Item S AASHTO #8 Modified			
23	Item T AASHTO #9 Modified			
24	Item U Pea Gravel			
25	Item V #11 Limestone Abrasives			
26	Item W Quarry Waste	10.00		
27	Item Z Imbricated Stone			
28	Item AA Cinders	18.00		
Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #		Lake Lynn Quarry 2480 Lake Lynn Furnace Rd, Lake Lynn PA 15451 724-564-5099		
Vendors Storage information: Enter Location (physical address), Phone #		Same		
Vendors Phone #, Email Address to contact for placing Orders:		724-564-5099 james.yendura@arcosa.com		
Vendors Phone #, Email Address to contact for Invoices:		304-296-7501 lina.gazsi@detrick@arcosa.com		
Vendors Phone #, Email Address to contact for Payment:		304-296-7501    "    "    "    "		

REQUEST FOR QUOTATION  
Stone & Aggregate Pickup by Agency

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9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Services provided under this contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the contract.

9.2.2 Immediate cancellation of one or more delivery orders issued under this contract.

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 No Substitutions:** Vendor shall supply only Contract Items submitted unless a contract modification is approved per the provisions contained in this contract.

**10.2 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.

**10.3 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 delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.

**10.4 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 the Agency with its current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the latter or its Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: James Yondura  
Telephone Number: 304-296-7501  
Fax Number: 304-777-2729  
Email Address: james.yondura@arcosa.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 within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

**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:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**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:

the contract will continue for \_\_\_\_\_ years;

the 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).

**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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

**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.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**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 that insurance requirement is listed in this section.



Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: one million dollars per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ 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 West Virginia must be listed as additional insured on insurance certificate. Certificate holder should read as follows:**

State of WV  
1900 Kanawha Blvd. E., Bldg. 5  
Charleston, WV 25305

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.