



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: 1082116			Reason for Modification:
Doc Description: STONE & AGGREGATE MAT.& DEL.TO ESTABLISHED LOC BY Vendor			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-05	2022-08-17 13:30	CRFQ 0803 DOT2300000016	1

BID RECEIVING LOCATION


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

08/11/22 13:28:33
 WV Purchasing Division

VENDOR

Vendor Customer Code: 000000203219
Vendor Name: Lusher Trucking Co., Inc.
Address: 70 Davis Branch Road Prichard, WV
Street: 70 Davis Branch Road
City: Prichard
State: WV **Country:** United States **Zip:** 25555
Principal Contact: Frank W. Lusher
Vendor Contact Phone: 304-486-5195 **Extension:**

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

Vendor Signature X  **FEIN#** 55-0577610 **DATE** 8/8/22

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

ATTACHMENT B (ATT B) Information Form
Stone & Aggregate with Delivery by Vendor to Established Locations 6621C072

Enter your Vendor Name:	Lusher Trucking Company Inc	
Vendors Phone #, Email Address to contact for placing Orders:	304-486-5195	lusher236@hotmail.com
Vendors Phone #, Email Address to contact for Invoices:	304-486-5195	lusher236@hotmail.com
Vendors Phone #, Email Address to contact for Payment:	304-486-5195	lusher236@hotmail.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	Buffalo Valley Resources LLC 606-286-0065 10694 State Hwy 2, Olive Hill, Kentucky 41164	10694 State Hwy 2, Olive Hill, Kentucky 41164 606-286-0065
	Hanson Aggregates 606-474-7202 14011 State Hwy 9, Grayson, Kentucky 41143	14011 State Hwy 9, Grayson, Kentucky 41143 606-474-7202
	Mountain Materials Inc 606-286-1315 12434 W. US Hwy 60, Olive Hill, Kentucky 41164	State Hwy 2, Carter, Kentucky 12434 W. US Hwy 60, Olive Hill, Kentucky 41164 606-286-0122 606-286-1315
Sandstone		
Blast Furnace Slag		
Steel Slag	Stein Inc 69 Armco Road, Ashland, Kentucky	69 Armco Road, Ashland, Kentucky 606-329-2933
Cinders		

D2 LSGS
 Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

DISTRICT 2

Enter Vendor Name:

Lusher Trucking Co Inc

County/Location	Item #	Grade	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	Steel Slag
			Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton
Cabell	Barboursville	1 A	Class 1	21.4				
		5 E	AASHTO #3	21.4				
		7 G	AASHTO #467	21.5				
		8 H	AASHTO #57	23.15				
		9 I	AASHTO #67	26.85				
		11 K	AASHTO #8	29.75				
		12 L	AASHTO #9	32				
		13 M	Gabion Stone	23.25				
		15 OA	Limestone Std. Abr.	16				
		17 OC	Steel Slag for SRIC					20
		18 PA	Limestone Mod. Abr.	16				
		20 Q	RipRap	26				
		21 R	Shot Rock	25.5				
		22 S	AASHTO #8M	29.75				
	25 V	#11 Limestone Abr.	21.6					
Lincoln	Harts	1 A	Class 1	28.8				
		2 B	Class 2	27.8				
		5 E	AASHTO #3	28.8				
		8 H	AASHTO #57	28.8				
		11 K	AASHTO #8	35.5				
		13 M	Gabion Stone	28.5				
		15 OA	Limestone Std. Abr.	21				
		17 OC	Steel Slag for SRIC					29
		20 Q	RipRap	30.5				
		21 R	Shot Rock	29.5				
	22 S	AASHTO #8M	35.5					
	25 V	#11 Limestone Abr.	27.75					
Lincoln	West Hamlin	1 A	Class 1	24.25				
		2 B	Class 2	23.25				
		5 E	AASHTO #3	25				
		8 H	AASHTO #57	26.25				
		9 I	AASHTO #67	29				
		11 K	AASHTO #8	32				
		13 M	Gabion Stone	26.5				
		15 OA	Limestone Std. Abr.	19				
		17 OC	Steel Slag for SRIC					25
		20 Q	RipRap	29				
		21 R	Shot Rock	29				
		22 S	AASHTO #8M	31.5				
	25 V	#11 Limestone Abr.	26					
Lincoln	Yawkey	1 A	Class 1	26				
		2 B	Class 2	25.5				
		5 E	AASHTO #3	27.5				
		8 H	AASHTO #57	29.5				
		11 K	AASHTO #8	33.5				
		13 M	Gabion Stone	28.5				
		15 OA	Limestone Std. Abr.	20				

D2 LSGS
 Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

DISTRICT 2

Enter Vendor Name:

Lusher Trucking Co Inc

County/Location	Item #	Grade		L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	Steel Slag
				Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton
	17	OC	Steel Slag for SRIC						24
	20	Q	RipRap	30					
	21	R	Shot Rock	30					
	22	S	AASHTO #8M	33.5					
	25	V	#11 Limestone Abr.	27.25					
Logan	Chapmanville Cor	1	A	Class 1	30.5				
		4	D	AASHTO #1	31				
		5	E	AASHTO #3	31				
		11	K	AASHTO #8	38.25				
		13	M	Gabion Stone	32.5				
		15	OA	Limestone Std. Abr.	24				
		17	OC	Steel Slag for SRIC					29
		18	PA	Limestone Mod. Abr.	24				
		21	R	Shot Rock	34.5				
		22	S	AASHTO #8M	38.25				
		25	V	#11 Limestone Abr.	30.5				
Logan	Man	1	A	Class 1					
		4	D	AASHTO #1					
		5	E	AASHTO #3					
		8	H	AASHTO #57					
		11	K	AASHTO #8					
		13	M	Gabion Stone					
		15	OA	Limestone Std. Abr.					
		17	OC	Steel Slag for SRIC					
		18	PA	Limestone Mod. Abr.					
		21	R	Shot Rock					
		22	S	AASHTO #8M					

D2 LSGS
 Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

DISTRICT 2

Enter Vendor Name:

Lusher Trucking Co Inc

County/Location	Item #	Grade	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	Steel Slag
			Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton
Logan		25 V	#11 Limestone Abr.					
	Wilkinson	1 A	Class 1	34.5				
		4 D	AASHTO #1	34.5				
		5 E	AASHTO #3	34.5				
		8 H	AASHTO #57	36.5				
		11 K	AASHTO #8	42.5				
		13 M	Gabion Stone					
		15 OA	Limestone Std. Abr.					
		17 OC	Steel Slag for SRIC					
		18 PA	Limestone Mod. Abr.					
		21 R	Shot Rock					
		22 S	AASHTO #8M	42.5				
Mingo		25 V	#11 Limestone Abr.	35				
	Gilbert	1 A	Class 1					
		4 D	AASHTO #1					
		5 E	AASHTO #3					
		8 H	AASHTO #57					
		11 K	AASHTO #8					
		13 M	Gabion Stone					
		15 OA	Limestone Std. Abr.					
		17 OC	Steel Slag for SRIC					
		18 PA	Limestone Mod. Abr.					
		21 R	Shot Rock					
		22 S	AASHTO #8M					
Mingo		25 V	#11 Limestone Abr.	41.2				
	Miller Creek	1 A	Class 1	30.25				
		4 D	AASHTO #1	30.25				
		5 E	AASHTO #3	30.25				
		8 H	AASHTO #57	33.25				
		11 K	AASHTO #8	38.5				
		13 M	Gabion Stone	32				
		15 OA	Limestone Std. Abr.					
		17 OC	Steel Slag for SRIC					
		18 PA	Limestone Mod. Abr.					
		21 R	Shot Rock	35				
		22 S	AASHTO #8M	38.5				
Wayne		25 V	#11 Limestone Abr.	31.5				
	Crum	1 A	Class 1	26.75				
		5 E	AASHTO #3	27				
		7 G	AASHTO #467	27				
		8 H	AASHTO #57	28.5				
		9 I	AASHTO #67	32				
		11 K	AASHTO #8	34.5				
		13 M	Gabion Stone	28				
		15 OA	Limestone Std. Abr.	21				
		17 OC	Steel Slag for SRIC					26
		18 PA	Limestone Mod. Abr.	21				

D2 LSGS
 Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

DISTRICT 2

Enter Vendor Name:

Lusher Trucking Co Inc

County/Location	Item #	Grade	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	L,S,G,S	Steel Slag
			Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton	Bid/Ton
Wayne		21 R	Shot Rock	30				
		22 S	AASHTO #8M	34.5				
		25 V	#11 Limestone Abr.	27				
	Pritchard	1 A	Class 1	21				
		5 E	AASHTO #3	22				
		7 G	AASHTO #467	22				
		8 H	AASHTO #57	23				
		9 I	AASHTO #67	26				
		11 K	AASHTO #8	29				
		13 M	Gabion Stone	23				
		15 OA	Limestone Std. Abr.	17				
		17 OC	Steel Slag for SRIC					20
		18 PA	Limestone Mod. Abr.	17				
		21 R	Shot Rock	27				
Wayne		22 S	AASHTO #8M	29				
		25 V	#11 Limestone Abr.	22				
	Wayne	1 A	Class 1	23				
		2 B	Class 2	23				
		5 E	AASHTO #3	24				
		7 G	AASHTO #467	24				
		8 H	AASHTO #57	24.75				
		9 I	AASHTO #67	28				
		11 K	AASHTO #8	32				
		13 M	Gabion Stone	24.5				
		15 OA	Limestone Std. Abr.	18				
		17 OC	Steel Slag for SRIC					22
		18 PA	Limestone Mod. Abr.	18				
		20 Q	RipRap	27.25				
	21 R	Shot Rock	27.25					
	22 S	AASHTO #8M	32					
	25 V	#11 Limestone Abr.	23.5					

Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

LIMESTONE ONLY for Areas in Districts 1--10

Enter Vendor Name:

Lusher Trucking Co Inc

				Limestone Bid /Ton	Limestone Bid /Ton	Limestone Bid /Ton	Limestone Bid /Ton	Limestone Bid /Ton	Limestone Bid /Ton
Item #	Grade								
Fayette	Oak Hill	1	A	Class 1					
		5	E	AASHTO #3					
		9	I	AASHTO #67					
		10	J	AASHTO #7					
		11	K	AASHTO #8					
		12	L	AASHTO #9					
		13	M	Gabion Stone					
		18	PA	Limestone Mod. Abr.					
		21	R	Shot Rock					
		23	T	AASHTO #9M					
Fayette	Glen Ferris	1	A	CLASS 1					
		5	E	AASHTO #3					
		9	I	AASHTO #67					
		13	M	Gabion Stone					
Fayette	Lookout	1	A	Class 1					
		5	E	AASHTO #3					
		9	I	AASHTO #67					
		10	J	AASHTO #7					
		11	K	AASHTO #8					
		12	L	AASHTO #9					
		13	M	Gabion Stone					
		18	PA	Limestone Mod. Abr.					
		21	R	Shot Rock					
		23	T	AASHTO #9M					
Fayette	Falls View								
		11	K	AASHTO #8					
		12	L	AASHTO #9					
		18	PA	Limestone Mod. Abr.					
		23	T	AASHTO #9M					
Fayette	OAK HILL APD US 19								
		12	L	AASHTO #9					
		23	T	AASHTO #9M					
Cabell	Barboursville								
		5	E	AASHTO #3	21.40				
		8	H	AASHTO #57	23.15				
		9	I	AASHTO #67	26.85				
		22	S	AASHTO #8M	29.75				
		23	T	AASHTO #9M	32.00				
Lincoln	Harts								
		5	E	AASHTO #3	28.80				
		8	H	AASHTO #57	28.80				
		22	S	AASHTO #8M	29.75				
		23	T	AASHTO #9M	35.50				
Lincoln	West Hamlin								
		5	E	AASHTO #3	25.00				
		8	H	AASHTO #57	26.25				
		9	I	AASHTO #67	29.00				
		22	S	AASHTO #8M	31.50				
		23	T	AASHTO #9M	35.00				

Stone & Aggregate Delivery to Established Locations Attachment A "ATT A" 2022

LIMESTONE ONLY for Areas in Districts 1-10

Enter Vendor Name:

Lusher Trucking Co Inc

				Limestone	Limestone	Limestone	Limestone	Limestone	Limestone
Lincoln	Yawkey								
		5	E	AASHTO #3	27.50				
		8	H	AASHTO #57	29.50				
		22	S	AASHTO #8M	33.50				
Logan	Chapmanville Corr G	4	D	AASHTO #1	31.00				
		5	E	AASHTO #3	31.00				
		22	S	AASHTO #8M	38.25				
		23	T	AASHTO #9M	41.00				
Logan	Man								
		8	H	AASHTO #57					
		22	S	AASHTO #8M					
		23	T	AASHTO #9M					
Logan	Wilkinson	4	D	AASHTO #1	34.50				
		5	E	AASHTO #3	34.50				
		8	H	AASHTO #57	36.50				
		22	S	AASHTO #8M	42.50				
		23	T	AASHTO #9M	45.00				
Mingo	Gilbert	4	D	AASHTO #1					
		5	E	AASHTO #3					
		8	H	AASHTO #57					
		22	S	AASHTO #8M					
		23	T	AASHTO #9M					
Mingo	Miller Creek	4	D	AASHTO #1	30.25				
		5	E	AASHTO #3	30.25				
		8	H	AASHTO #57	33.25				
		22	S	AASHTO #8M	38.50				
		23	T	AASHTO #9M	42.00				
Wayne	Crum								
		5	E	AASHTO #3	27.00				
		8	H	AASHTO #57	28.50				
		9	I	AASHTO #67	32.00				
		22	S	AASHTO #8M	34.50				
		23	T	AASHTO #9M					
Wayne	Pritchard	4	D	AASHTO #1	22.00				
		5	E	AASHTO #3	22.00				
		8	H	AASHTO #57	23.00				
		9	I	AASHTO #67	26.00				
		22	S	AASHTO #8M	29.00				
		23	T	AASHTO #9M	32.00				
Wayne	Wayne	4	D	AASHTO #1	24.00				
		5	E	AASHTO #3	24.00				
		8	H	AASHTO #57	24.75				
		9	I	AASHTO #67	28.00				
		22	S	AASHTO #8M	32.00				
		23	T	AASHTO #9M	35.00				

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: Lusher Trucking Co Inc

Authorized Signature:  Date: 8/8/2022

State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 8th day of August, 2022.

My Commission expires May 6, 2023.

AFFIX SEAL



NOTARY PUBLIC


Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Lusher Trucking Co Inc Address: 70 Davis Branch road
Prichard WV 25555

Authorized Agent: Frank W Lusher Address: 70 Davis Br Rd Prichard WV

Contract Number: CFRQ 0803 DOT2300000016 Contract Description: Stone and Aggregate Mat.&Del. to established locations

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

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

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

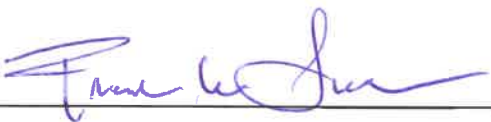
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Frank W Lusher, Gregory N Lusher, Terry D Lusher

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

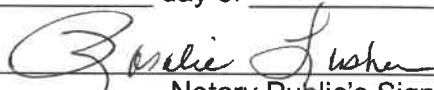
Date Signed: 8/8/22

Notary Verification

State of West Virginia, County of Wayne:

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

Taken, sworn to and subscribed before me this 8th day of August, 2022.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Lusher Trucking Co Inc

Signed: 

Date: 8/8/2022

Title: President

CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
08/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Brands Insurance Agency, Inc. P.O. Box 62267 Cincinnati, OH 45262-0267 P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="padding: 2px;">A Northland Insurance Company</td> <td style="text-align: center; padding: 2px;">24015</td> </tr> <tr><td style="height: 15px;"> </td><td> </td></tr> <tr><td style="height: 15px;"> </td><td> </td></tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	A Northland Insurance Company	24015				
INSURERS AFFORDING COVERAGE	NAIC #								
A Northland Insurance Company	24015								
INSURED Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555									

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	WF011386	02/18/2022	02/18/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>MED EXP (any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AG</td><td style="text-align: right;">\$2,000,000</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES	\$100,000	MED EXP (any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AG	\$2,000,000
EACH OCCURRENCE	\$1,000,000																
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GENERAL AGGREGATE	\$2,000,000																
PRODUCTS - COMP/OP AG	\$2,000,000																
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTO	WF011386	02/18/2022	02/18/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>BODILY INJURY (per person)</td><td> </td></tr> <tr><td>BODILY INJURY (per accident)</td><td> </td></tr> <tr><td>PROPERTY DAMAGE</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	COMBINED SINGLE LIMIT	\$1,000,000	BODILY INJURY (per person)		BODILY INJURY (per accident)		PROPERTY DAMAGE					
COMBINED SINGLE LIMIT	\$1,000,000																
BODILY INJURY (per person)																	
BODILY INJURY (per accident)																	
PROPERTY DAMAGE																	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">EACH OCCURRENCE</td><td> </td></tr> <tr><td>AGGREGATE</td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																	
AGGREGATE																	
	WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width: 20%; text-align: center;">OTH-ER</td> </tr> <tr><td>EL EACH ACCIDENT</td><td> </td><td> </td></tr> <tr><td>EL DISEASE - EACH EMP</td><td> </td><td> </td></tr> <tr><td>EL DISEASE - POLICY LIMIT</td><td> </td><td> </td></tr> </table>		WC STATU-TORY LIMITS	OTH-ER	EL EACH ACCIDENT			EL DISEASE - EACH EMP			EL DISEASE - POLICY LIMIT		
	WC STATU-TORY LIMITS	OTH-ER															
EL EACH ACCIDENT																	
EL DISEASE - EACH EMP																	
EL DISEASE - POLICY LIMIT																	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 80%;">AUTO ONLY - EA ACCIDENT</td><td> </td></tr> <tr><td>OTHER THAN AUTO ONLY</td><td> </td></tr> <tr><td>EACH ACCIDENT</td><td> </td></tr> <tr><td>AGGREGATE</td><td> </td></tr> </table>	AUTO ONLY - EA ACCIDENT		OTHER THAN AUTO ONLY		EACH ACCIDENT		AGGREGATE					
AUTO ONLY - EA ACCIDENT																	
OTHER THAN AUTO ONLY																	
EACH ACCIDENT																	
AGGREGATE																	
A	Cargo	WF011386	02/18/2022	02/18/2023	Limit (dump truck): \$10,000 Limit (tractor): \$100,000 Deductible: \$1,000 Deductible (theft only): \$2,000												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate holder is listed as additional insured for Primary liability and General liability.

CERTIFICATE HOLDER

CANCELLATION

Listed as Additional Insured:
 State of West Virginia
 1900 Kanawha Blvd. E Building 5
 Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL INFORMATION

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Highways and the WV Adjutant General's Office/WV Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, and Cinder materials with delivery by Vendor (at Vendor's expense), F.O.B. to ESTABLISHED Agency Storage Sites ONLY throughout the State of WV. 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 ORDERNo City WV
USNo 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 (Pricing Pages) AND ATT B (materials source) for providing its actual Bid. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

INVOICE TO**SHIP TO**VARIOUS AGENCY
LOCATIONS

STATE OF WEST VIRGINIA

AS INDICATED BY ORDER

VARIOUS LOCATIONS AS
INDICATED BY ORDERNo City WV
USNo 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 (Pricing Pages) AND ATT B (materials source) 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
3	Item C Class 10 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
4	Item D AASHTO #1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
5	Item E AASHTO #3 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
6	Item F AASHTO #4 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
8	Item H AASHTO #57 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
9	Item I AASHTO #67 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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
11	Item K AASHTO #8 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
12	Item L AASHTO #9 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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
15	Item OA Limestone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
16	Item OB Sandstone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
17	Item OC Steel Slag for SRIC	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
18	Item PA Limestone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
19	Item PB Sandstone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
20	Item Q Rip Rap	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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
23	Item T AASHTO #9 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
24	Item U Pea Gravel	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
25	Item V #11 Limestone Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
26	Item W Quarry Waste	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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 (Pricing Pages) AND ATT B (materials source) 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
29	Item X1 Haul, First Ton-Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78180000			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
30	Item X2 Haul, Additional Ton-Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78180000			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
31	Item Y1 Haul, First Ton-Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78180000			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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
32	Item Y 2 Haul, Additional Ton-Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78180000			

Extended Description:

Vendor shall use the ATT A (Pricing Pages) AND ATT B (materials source) 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 18
DOT2300000016	Final	STONE & AGGREGATE MAT.& DEL.TO ESTABLISHED LOC BY Vendor	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:	JOHN ESTEP
SOLICITATION NO.:	CRFQ 0803 DOT2300000016
BID OPENING DATE:	AUGUST 17, 2022
BID OPENING TIME:	1:30 PM
FAX NUMBER:	304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: AUGUST 17, 2022 @ 1:30PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting 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 the Contract as context requires.

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.

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.

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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without 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 change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

Revised 07/01/2022

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) Frank W. Lusher President
(Printed Name and Title) Frank W. Lusher President
(Address) 70 Davis Branch Road Prichard, WV 25555
(Phone Number) / (Fax Number) 304-486-5195 304-486-9060
(email address) lusher236@hotmail.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.

Lusher Trucking Co., Inc.
(Company) Frank W. Lusher President
(Authorized Signature) (Representative Name, Title)
Frank W. Lusher President 304-486-5195
(Printed Name and Title of Authorized Representative) (Date)
304-486-5195 304-486-9060
(Phone Number) (Fax Number)
lusher236@hotmail.com
(Email Address)

REQUEST FOR QUOTATION
Stone & Aggregate Delivery to Established Locations

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Highways and the WV Adjutant General's Office/WV Army Reserve National Guard, to establish an open-end contract for various sizes and types of Stone, Aggregate, and Cinder materials **with delivery by Vendor (at Vendor's expense), F.O.B. to ESTABLISHED Agency Storage Sites ONLY** throughout the State of WV.

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 **"AASHTO"** - American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.2 **"Agency"** – for the purpose of this contract refers to the WV Division of Highways and/or the Adjutant General's Office, WV Army Reserve National Guard.
 - 2.3 **"Agency Delivery Order", and "ADO"** - interchangeable terms for the document generated by the ordering Agency to be entered into wvOASIS in order to facilitate payment of invoiced Contract Items as ordered by the Agency's official "WV-39 Contract Release Order" sent to the Vendor.
 - 2.4 **"Attachment A", "Pricing Pages", and "ATT A"** – interchangeable terms for the MANDATORY FORM and pages, contained in wvOASIS and attached hereto, upon which Vendor shall list its proposed bid price and all details as requested by this solicitation for this Contract's goods and service Items, and used to evaluate the solicitation responses. The official pricing shall be taken from this Contract's ATT A Pricing Pages.
 - 2.5 **"Attachment B", "Source Information Form", and "ATT B"** – interchangeable terms referring to the MANDATORY FORM and pages contained in wvOASIS and attached hereto, upon which Vendor shall provide -as requested by this solicitation- source details for all of its materials and Items bid on this Contract's Pricing Pages, and used to evaluate the solicitation responses.
 - 2.6 **"Blanket Release Order", "WV-39 Form", and "Release Order"** – interchangeable terms for the document issued by the ordering Agency as the actual order to release contract goods and/or service items issued against a blanket purchase agreement, and the details from which the Vendor uses to create its invoice.
 - 2.7 **"Contract Item", "Items", and "Pay Items"** – interchangeable terms for the goods and/or services for which bids are sought and identified in Section 3, the Pricing Pages, and referred to in any and all of the other Attachments and Exhibits that the Agency has made part of this Solicitation.

REQUEST FOR QUOTATION
Stone & Aggregate Delivery to Established Locations

by subsequent Supplemental Specifications, and providing details, directions, and provisions of the contract's commodity items and related work. It shall be understood and agreed that the Standard Specs shall remain subject to future changes and the latest amendments and addendums thereto shall prevail and be adopted "as amended", meaning on an ongoing basis, any time the words "Standard Specs" are used.
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

2.17 "Unit of Measure and UOM" – interchangeable terms, for the physical unit of measurement assigned by the WVDOH to goods and service Items, per contract.

2.18 "WV Straight Line Diagrams"- WVDOH's source for the WV Primary Routes and WV Secondary Routes that the Vendor shall take as instructed for providing contract goods and/or services. The diagrams are available in each WVDOH District Office and the WVDOH Central Office.

2. GENERAL REQUIREMENTS:

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed herein on an open-end and continuing basis. The Agency shall deem a bid non-responsive, either in part or whole, for failure to submit any required documents as notated herein. Per the Standard Specs, Terms and Conditions, and these contract specifications, the Contract Items ordered will be paid per the Agency's defined units of measure and at the Vendor's price bid on the ATT A Pricing Pages, adherent to the Agency Delivery Order details. Vendor shall accept such as full compensation for furnishing all the materials and doing all work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, supplies and incidentals necessary to complete the work.

2.8 Documents to be Included with the Bid: Vendor should carefully read this entire solicitation invitation. The Vendor should include, as part of its bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid WV Contractor's License, if applicable.
- Contract Manager Page
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of Vendor's bid response.

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

REQUEST FOR QUOTATION
Stone & Aggregate Delivery to Established Locations

B. Gradation: Material shall adhere to AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	<u>Standard</u>	<u>Modified</u>
1/2 inch	100	100
3/8 inch	85-100	85-100
# 100	0-10	0-4

NOTE 3: In addition to meeting gradation requirements of AASHTO #8 and #9 aggregate in table 703.4, Modified AASHTO #8 and Modified AASHTO #9 aggregate shall have a maximum of 2% passing the #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 #8 and Modified AASHTO #9 aggregate shall meet all other requirements for AASHTO #8 and AASHTO #9 aggregate.

NOTE 4: With the exception of the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO #7
- Item K, AASHTO #8
- Item L, AASHTO #9
- Item S, AASHTO #8 Modified
- Item T, AASHTO #9 Modified

NOTE 5: Cinders:

- A. Cinders 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 #4 (4.75 mm) sieve.
- C. Gradation: Material shall adhere to AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
# 100	0-20

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Tests shall be performed by a Certified Aggregate Inspector. Other minimum frequencies shall adhere as follows:

<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	(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.

NOTE 1: 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 per 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 per MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22.

3.5 Acceptance Plan: Per Standard Specs 703, 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 certified by Vendor to be true test results and representative of the material supplied to 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 per Vendor's quality control plan outlined in MP 700.00.51. Vendor shall provide gradation test results to the Agency within 72 hours.

3.5.1 Sampling Testing & Evaluation: As per Standard Specs 704, the Agency reserves the right to have materials sampled, tested, and evaluated. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency, may be left in place with reduced payment.

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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	*

*WVDOH will make a special evaluation of the material and determine action.

3.5.3 If Vendor delivers 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 his 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:

For a non-conforming sub-lot, the percent price reduction shall be determined as set forth above. The quantity of the non-conforming sub-lot shall then be calculated as a percent of the Total of material contained in the stockpile. To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, 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 delivered, 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.

$$TD \left(1 - \frac{PQ_n}{100Q_t} \right) = AP \text{ (price to be paid after adjustment)}$$

WHERE

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Q_n = quantity of non-conforming sub-lot(s)
- Q_t = 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 delivered (as above). Add these two adjusted payments together and subtract from the total price before adjustment for tonnage delivered (TD).

If three sub-lots are non-conforming calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on.

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4. SAFETY:

Pandemic-Response Safety Protocols: In addition to Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff or designee shall adhere to all WVDOH's pandemic-response protocols while at the WVDOH location/jobsite. Vendor may obtain the WVDOH's pandemic-response protocols by contacting the Agency.

5. CONTRACT AWARD & BID INSTRUCTIONS:

5.1 This Contract is intended to provide Agencies with a purchase price on all Contract Items. A contract shall be awarded to all responsible, qualified Vendors meeting the requirements of these specifications. By completing both Attachment A (ATT A) and Attachment B (ATT B) spreadsheets as required, Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid. Vendor shall provide its pricing for materials plus delivery (F.O.B. destination/to Agency's established storage locations), from Vendor's sourced/storage sites on ATT B(s). Both ATT A and ATT B must be submitted with the BID. The low bid Vendor will be determined at the time of need, as per Section 6 of these Specifications.

Download Spreadsheets, Enter Bid Electronically, & Upload to wvOASIS: To avoid errors and expedite the evaluation Vendor should *electronically* enter its bid information in the ATT A and ATT B spreadsheets provided with this solicitation and upload them, with its remaining bid documents, into wvOASIS. Vendor can request the electronic copy of the spreadsheets by sending an email request to the buyer: John.W.Estep@wv.gov

Changing Units of Measure or other information on the ATT A or submitting delivery terms and conditions contrary to those provided by the Agency shall result in the disqualification of the altered ATT A line Item. Submitting bid information on forms other than those Attachments provided with this solicitation shall result in the disqualification of all Contract Items bid on the erroneous pages.

5.2 Attachment A "ATT A" (Pricing Pages): The Pricing Pages contain a list of Contract Items including, but not limited to, Limestone, Sandstone, Gravel, Sand, Cinders, Blast Furnace Slag, Steel Slag, SRIC Aggregate, broken down by location in the spreadsheet TABS on the ATT A. Vendors may bid any or all Items and locations, and shall use the Agency's specified unit of measure, type, and size, per Item. The Agency reserves the right to request any one or combination of awarded Items at the lowest overall total.

- **Pricing Shall Be Honored:** All bids or pricing submitted shall be held and honored by the Vendor for no less than 90 days after the bid opening date.

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5.5 Price Adjustments of Fuel Oil # 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 5.5.A below.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp \div Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment
Mbp = Monthly base price at time of placement
Cbp = Contract Base Price at time of bidding
C = Cost Adjustment Factors per Unit, as per Figure 5.2.A
Q = ‘As Constructed’ Quantity

FIGURE 5.5.A

Description	Factor	Applicable Item
Aggregate Production (0.49) + Aggregate Haul (0.03)	0.52	All Contract Items

Fuel Adjustments will be based on the August 2022 Fuel Prices on the Contract Administration website for Fuel, Asphalt and Cement Prices:
<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

5.6 Cooperative Contracting: Purchase prices on all Contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the WV Purchasing Division must receive prior approval by the Purchasing Director.

6. DETERMINING LOW BID: At the time of need, the Agency will evaluate the ATT A pricing and ATT B materials sources pages from each contract, determine the total price for Contract Items by location, and order from Vendor whose bid is low, based on the lowest per Unit Cost price per cubic yard:

6.1 Cost per Cubic Yard shall be determined by multiplying the Vendor’s per ton bid price in dollars by a “Tons per Cubic Yard Factor” per the table below:

TABLE 6.1.1 Aggregate – Tons per Cubic Yard Factors

Item	Limestone	Type of Material (Numbers in parenthesis are pounds per cubic yard.)				
		Sandstone	Gravel	Blast Furnace Slag	Steel Slag	Cinders

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may choose one or more of the Contract Items to complete an individual project as shown by Agency's written instruction on each Delivery Order. Vendor shall accept orders through email, wvOASIS, regular mail, facsimile, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it must include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online. The Agency reserves the right to request any one or a combination of awarded Items at the lowest overall total cost to the Agency.

- 7.2 Delivery Order:** The ordering Agency will generate a blanket Release Order WV-39 to officially release the ATT A goods/services Items from this purchase order Contract. Once complete, the Delivery Order shall be sent to Vendor via email, fax, postal mail, or delivery. and the Agency should enter an ADO into wvOASIS at this time. Agency should thoroughly and carefully convey expectations, which may require Agency to call Vendor and discuss details prior to creating the official *written* Release Order, detailing ATT A Contract Items and pricing, quantities, project location, materials source location (ATT B), start and completion timeline, and any special instruction regarding goods/service delivery required.

Entry of ADO in OASIS: To facilitate Vendor with creation of its invoice, meet Agency accounting requirements, and enable processing of payment (in any form), the Agency should take all necessary steps to generate the ADO and enter it into wvOASIS at the same time it issues the WV-39 Release Order to the Vendor, to avoid payment processing issues due to date conflicts.

- 7.2.1 Revisions:** As the Agency's work-needs dictate, the Agency reserves the right to make revisions and change orders to previously issued Delivery Order(s), to be done in the form of subsequent Delivery Order(s) and sent to the Vendor.
- 7.2.2 Vendor Acceptance & Written Verification of Receipt is Required:** Vendor must provide the ordering Agency with *written* acknowledgement of all Agency Delivery Orders and/or any modifications thereto. Vendor shall respond to the Agency in writing no later than three (3) calendar days of the date on the issued Delivery Order. Failure to comply with this requirement shall be considered refusal of the Delivery Order, see Delivery Order Failure and Contract Default Sections below. In such an event, the Agency shall proceed at its own discretion, to cancel the Delivery Order, seek to obtain the goods or services from another low bid Vendor, (without the same Tax Identification Number as the failing Vendor), or, if unavailable, proceed with an open market Emergency Purchase.
- 7.3 Payment:** Upon completion of the Delivery Order, Vendor shall accept payment, at this awarded Contract's ATT A rates, per the payment procedures of the State of WV. The State of WV currently utilizes a Purchasing Card program, administered under contract

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minus payment for any compliantly completed work or delivered services or goods. The failed Delivery Order may also be subject to liquidated damages. At the discretion of the WVDOH, when applied, to any portion of failed Delivery Order, liquidated damages will be calculated beginning on day one after the Agency's specified Delivery Order due date, per the terms of this contract and Standard Specs schedule in Section 108.7.1, as amended.

Table 108.7.1
SCHEDULE OF LIQUIDATED DAMAGES

Original Contract Amount		Daily Charge
From More Than	To And Including	Per Calendar Day
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

Agency should provide supporting documentation of Vendor's performance failure to WVDOH's Procurement unit. Any Agency seeking to obtain Items from the open market under the open market provision must first obtain approval of the Purchasing Division.

- 8.5 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. In the event that the Agency's payment for the Vendor is by Agency payment card/credit card, Vendor should allow for the cost of credit card fees in its bid pricing.
- 8.6 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 Contract Items shall be returned to Vendor at Vendor's expense with no restocking charge. At the Agency's direction, Vendor shall either 1) arrange for the return as specified by the Agency, or 2) permit the Agency to arrange for the Item's return at Agency's convenience and reimburse Agency for delivery expenses. At the Agency's discretion, the returned product shall either be replaced on the returned date or as directed by the Agency, or the Agency shall receive a full credit or refund of the purchase price within three business days of the return.
- 8.7 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.

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- 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: Frank Lusher
Telephone Number: 304-486-5195
Fax Number: 304-486-9060
Email Address: lusher236@hotmail.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.