



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

Request for Quotation

RFQ NUMBER
6612C003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/28/2011				

BID OPENING DATE: 10/19/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		770-06		
STONE AND AGGREGATE REQUEST FOR QUOTATION OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO SUPPLY STONE AND AGGREGATE FOR DISTRICTS 1 THRU 10 PER THE ATTACHED SPECIFICATIONS, AND SUPPLY LABOR, MATERIAL AND EQUIPMENT NECESSARY TO SUPPLY CINDERS FOR DISTRICTS 1, 3, 4, 6 AND 7, PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT PAUL.REYNOLDS@WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/12/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF FOUR MONTHS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p>						

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<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST</p>						

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<p>VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: PAUL REYNOLDS FILE 33</p>						

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				6612C003		
				BID OPENING DATE:		10/19/2011
				BID OPENING TIME:		01:30 P.M.
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		

				CONTACT PERSON (PLEASE PRINT CLEARLY):		

				***** THIS IS THE END OF RFQ 6612C003 ***** TOTAL: _____		

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 401.9.3.

The requirements of the West Virginia Department of Transportation, Division of Highways, Standard Specifications, Roads and Bridges, Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, and the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

2. SCOPE OF WORK

To provide all labor, materials and equipment to supply Stone and Aggregate for the Division of Highways District 1 through 10 and Cinders for Districts 1, 3, 4, 6 and 7 for approximately **four months** after inception date of contract for the fall/winter 2011/2012 season. This is NOT a twelve or six month contract.

3. MATERIALS

<u>MATERIAL (NOTE 1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702 (Note 5)
Coarse Aggregate	703 (Note 5)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 4

NOTE 1: Fine aggregate on the bid schedule shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Agency Release. Coarse aggregate on the bid schedule is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the bid schedule is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

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

B. Gradation

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

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2.5% passing the No. 200 sieve as determined by AASHTO T-11 and T-27. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

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

Item J, AASHTO No. 7
Item K, AASHTO No. 8

Item L, AASHTO No. 9
 Item S, AASHTO No. 8 Modified
 Item T, AASHTO No. 9 Modified

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

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

A. Definition

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

B. Quality

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

C. Gradation

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

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

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

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

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

4. BIDDING INSTRUCTIONS

Vendors may bid any or all items on the bid schedule. Vendors shall provide the information requested in Subsection 14.1 paragraphs (a), (b), (c) and (d) on the bid schedule. Failure to provide required information will be sufficient grounds to invalidate the bid.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause to reject bids.

The Division of Highways may purchase stone and aggregate F.O.B. Vendor's Storage Site. The bid price F.O.B. Vendor's Storage Site shall include the loading of Division of Highways' trucks by Vendor.

Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the Division of Highways District Engineer/Manager.

5. DETERMINING LOW BID

Bids will be evaluated by the Division of Highways on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's bid price in dollars per ton by a "Tons per cubic yard factor" which is listed in the following table:

AGGREGATE TONS PER CUBIC YARD FACTORS

ITEM	TYPE OF MATERIAL (numbers in parenthesis are pounds per cubic yard.)				
	LIMESTONE	SANDSTONE	GRAVEL	BLAST FURNANCE SLAG	STEEL SLAG
Class 1, 2, 9, 10	1.46	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO Sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO Sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	-----	-----
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)
Riprap/Shot Rock	1.31 (2620)	1.31 (2620)	---	---	---

CINDERS – (numbers in parenthesis are pounds per cubic yard)

<u>Source (Note 1)</u>	<u>Tons per Cubic Yard Factor</u>
Albright Power Albright, WV	0.90 (1,792)
Burger Power Dilles Bottom, OH	1.29 (2,579)
Fort Martin Power Fort Martin, WV	0.94 (1,883)
Harrison Power Haywood, WV	0.95 (1,900)
John Amos Power Winfield, WV	0.82 (1,631)
Pleasants Power Plant Willow Island, WV	1.09 (2,185)
Mountaineer Power New Haven, WV	0.65 (1,305)
Bruce Mansfield Plant Shippingport, PA	1.09 (2,160)
Virginia Electric Power Mt. Storm, WV	0.79 (1,585)
Hatfield Power Masontown, Pa	0.85 (1,700)

NOTE 1: In the event the bidding source is not listed, it will be necessary for the Division of Highways to establish the weight per unit volume of said source prior to award.

6. CONTRACT AWARD

All qualified Vendors who submit a valid bid F.O.B. Vendor' Storage Site will be awarded a contract to establish a unit price for those items bid per bid schedule Subsection 14.1.

An Agency Release will be issued to the low bidder when a specific type and quantity of material is to be purchased for use on a designated project.

An Agency Release, specifying Division of Highways F.O.B. Vendors' Storage Site, may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When material is secured on an Agency Release of this nature, the Division of Highways District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the Division of Highways. Factors to be considered shall include, but are not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.

Qualified Vendors who submit a valid bid F.O.B. Division Storage Site will be awarded a contract to establish a unit price for those locations and items for which their bid is low based on cost per cubic yard per bid schedule Subsection 14.2. Quantities listed on bid schedule, Subsection 14.2 are approximations only. An Agency Release, with the required delivery schedule, will be issued for the actual quantity of material to be delivered to the location specified. If the Vendor is unable to furnish material in accordance with the specified delivery schedule, the Division of Highways District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to delivery requirements.

All qualified Vendors who are awarded F.O.B. Division Storage Sites must have the awarded items available for delivery thirty (30) days after the contract award date.

In the event a Vendor fails to conform to the requirements stated in this contract document, the Agency Release or the governing specifications, the Agency Release may be cancelled and reissued to the next lowest bidder.

The Vendor is not authorized to ship, nor is the Division of Highways authorized to receive materials prior to the issue of an Agency Release.

7. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

In accordance with Chapter 5A, Article 3, Section 9 of the Code of West Virginia the commodities or services contracted for herein shall be available to all local governmental bodies in accordance with the same prices, terms and conditions afforded to the State of West Virginia.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to all political sub-divisions of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to political sub-divisions of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

8. HAULING AGGREGATE TO STATE PROJECTS BY CONTRACTOR

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project site will be determined by the Division of Highways and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment.

In-state delivery route mileage will be calculated by the Division of Highways from the Vendor's storage site to the midpoint of the Division of Highways project job site by utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways District office and the Division of Highways Central Office. The Division of Highways will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the Division of Highways utilizing "MapQuest" or a similar source for routing from the Vendor's storage site to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways project job site.

The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the Division of Highways. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

9. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications.

10. WEIGHING MATERIALS DELIVERED BY MODES OF TRANSPORTATION OTHER THAN TRUCKS

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Division of Highways, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

The minimum barge delivery requested will be approximately 6,500 tons per the Agency Release. When barge delivery is required contract item will be ordered in 1500 ton increments.

11. SAMPLING AND TESTING

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the Division of Highways. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the Division of Highways' "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six (6) days of production).

Other minimum frequencies shall be in accordance with the following:

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

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

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

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond that normally expected in the aggregate, the Division of Highways reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the Division of Highways in accordance with MP 700.00.22. Items "O" & "P" (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

12. ACCEPTANCE PLAN

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the Division of Highways, 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 sublots). A subplot 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 subplot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the Division of Highways within 72 hours.

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

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

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0 (1.3 for abrasives and cinders)
No. 200	2.5
1/2"	1
3/8"	1

The total measure of nonconformance of an individual sub lot is the sum of all nonconformances on the various sieve sizes of that subplot. In no case, however, shall a subplot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of nonconformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

<u>DEGREE OF NONCONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

*The Division of Highways will make a special evaluation of the material and determine the appropriate action.

In the event a 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 nonconforming subplot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the nonconforming sub-lot. The quantity represented by the nonconforming subplot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of nonconforming 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 nonconforming subplot(s)
 Q_t = quantity of total stockpile

If two (2) sublots are nonconforming 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 the price to be paid before adjustment for tonnage delivered (TD). If three (3) sublots are nonconforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

(AP1 + AP2) – TD = Final price to be paid after adjustments

OR

(AP1 + AP2 + AP3) – 2 TD = Final price to be paid after adjustments

WHERE: AP = price to be paid after initial adjustment for one nonconforming subplot determined by the above equation.
 T = tonnage delivered
 D = cost per ton

In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

13. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State Agency as a condition of award.

Vendors are encouraged to utilize a paperless invoice process submitting the following information via e-mail to the Division of Highways ordering locations:

- a. All weigh ticket numbers for material delivered during the invoicing period.
- b. Division of Highways Agency Release number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished.
(Total quantity invoiced shall be scale weights, supported by weigh tickets and adjusted in accordance with Section 11, Note 2.)

NOTE: Under no circumstances will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

14. BIDDING SCHEDULE VENDOR NAME: _____

14.1 Bidding F.O.B. Vendor's Storage Site (Items A-W)

a) SOURCE OF MATERIAL (State all sources for which bid prices apply) (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

Contract Item	Description of Material	Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site		
		LIMESTONE SANDSTONE, GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1 Aggregate	_____	_____	_____
B	Class 2 Aggregate	_____	_____	_____
C	Class 10 Aggregate	_____	_____	_____
D	AASHTO No. 1 Aggregate	_____	_____	_____
E	AASHTO No. 3 Aggregate	_____	_____	_____
F	AASHTO No. 4 Aggregate	_____	_____	_____
G	AASHTO No. 467 Aggregate	_____	_____	_____
H	AASHTO No. 57 Aggregate	_____	_____	_____
I	AASHTO No. 67 Aggregate	_____	_____	_____
J	AASHTO No. 7 Aggregate	_____	_____	_____
K	AASHTO No. 8 Aggregate	_____	_____	_____
L	AASHTO No. 9 Aggregate	_____	_____	_____
M	Stone for Gabions	_____	_____	_____
N	Fine Aggregate	_____	_____	_____
O	Standard Abrasives	_____	_____	_____
P	Modified Abrasives	_____	_____	_____
Q	Riprap	_____	_____	_____
R	Shot Rock	_____	_____	_____

NOTE: VENDOR SHOULD TYPE BID SCHEDULE

The "Bid Schedule" is available for download on Purchasing's Web site at www.state.wv.us/admin/purchase

BIDDING SCHEDULE (Continued)

VENDOR NAME: _____

14.1 Bidding F.O.B. Vendor's Storage Site (Items A-W) (Continued)

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site</u>		
		<u>LIMESTONE SANDSTONE, GRAVEL, SAND</u>	<u>BLAST FURNACE SLAG</u>	<u>STEEL SLAG</u>
S	AASHTO No. 8 Modified	_____	_____	_____
T	AASHTO No. 9 Modified	_____	_____	_____
U	Pea Gravel	_____	_____	_____
V	No. 11 Limestone Abrasives	_____	_____	_____
W	Quarry Waste	_____	_____	_____
X	Haul by Vendor (Items A-W Except for Items Q and R): @ _____ \$ for First Ton-Mile @ _____ \$ for Each Additional Ton Mile			
Y	Haul by Vendor (Items R and/or Q only): @ _____ \$ for First Ton-Mile @ _____ \$ for Each Additional Ton-Mile			

<u>Contract Item</u>	<u>Description of Material</u>	<u>Bid Price per Ton Item AA F.O.B. Vendor's Storage Site</u>
AA	Cinders (See Note 1.)	_____

Note 1: Bid price shall include cost of Vendor Loading Department trucks.

c) SOURCE OF MATERIAL Name and Location of plant which produces material for Item AA:

d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) for Item AA. A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

14. BIDDING SCHEDULE

DISTRICT ONE

6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 14.1 (c) and (d) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	Material	Estimated Quantity (Tons)	Location of DOH Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA	Cinders	1,500	Clay Co., Route 11 Widen Road	
AA	Cinders	2,000	Clay Co., Maysel	
AA	Cinders	2,000	Kanawha Co., St. Albans	
AA	Cinders	1,500	Kanawha Co., Elkview	
AA	Cinders	500	Kanawha Co., I-64, Elk River Lot, Pa. Ave.	
AA	Cinders	2,000	Kanawha Co., N. Chas.	
AA	Cinders	1,500	Kanawha Co., Chelyan	
AA	Cinders	1,000	Kanawha Co., Corr. G, Alum Creek	
AA	Cinders	1,500	Jackson Co., I-77 Haines Branch	
AA	Cinders	1,500	Putnam Co., Hurricane, WV-34	
AA	Cinders	1,500	Putnam Co., Black Betsey	
AA	Cinders	1,000	Putnam Co., I-64, Scary	

14. BIDDING SCHEDULE DISTRICT THREE 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>CALHOUN COUNTY</u>						
A	Class 1	3600	Millstone			
E	No. 3	1800	Millstone			
G	No. 467	5000	Millstone			
I	No. 67	2500	Millstone			
M	Gabion Stone	600	Millstone			
O	Standard Abr.	2500	Millstone			
S	No. 8 Modified	1150	Millstone			
<u>JACKSON COUNTY</u>						
A	Class 1	10000	Ripley			
D	No. 1	500	Ripley			
E	No. 3	2000	Ripley			
G	No. 467	9000	Ripley			
I	No. 67	3000	Ripley			
M	Gabion Stone	750	Ripley			
O	Standard Abr.	3000	Ripley			
Q	Riprap	250	Ripley			
S	No. 8 Modified	1500	Ripley			
T	No. 9 Modified	1500	Ripley			
<u>JACKSON COUNTY (I-77)</u>						
O	Standard Abr.	750	Medina - I-77			
<u>PLEASANTS COUNTY</u>						
A	Class 1	5000	Colin Anderson Lot			
D	No. 1	1500	Colin Anderson Lot			
E	No. 3	1500	Colin Anderson Lot			
G	No. 467	1000	Colin Anderson Lot			
I	No. 67	1000	Colin Anderson Lot			
M	Gabion Stone	2000	Colin Anderson Lot			
S	No. 8 Modified	1000	Colin Anderson Lot			
T	No. 9 Modified	1000	Colin Anderson Lot			
<u>PLEASANTS COUNTY</u>						
O	Standard Abr.	1000	Belmont			

14. BIDDING SCHEDULE DISTRICT THREE 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>RITCHIE COUNTY</u>						
A	Class 1	5000	Ellenboro			
C	Class 10	7500	Ellenboro			
D	No. 1	1000	Ellenboro			
E	No. 3	4000	Ellenboro			
G	No. 467	5000	Ellenboro			
I	No. 67	7000	Ellenboro			
K	No. 8	4000	Ellenboro			
L	No. 9	1000	Ellenboro			
M	Gabion Stone	1000	Ellenboro			
O	Standard Abr.	5000	Ellenboro			
<u>RITCHIE CO. (CORR.D.SEC.1) PENNSBORO</u>						
O	Standard Abr.	1000	Pennsboro			
<u>RITCHIE COUNTY</u>						
K	No. 8	1000	Smithville			
O	Standard Abr.	1000	Smithville			
<u>RITCHIE COUNTY (CORR.D.SEC.0)</u>						
O	Standard Abr.	800	Nutter Farm			
<u>ROANE COUNTY</u>						
A	Class 1	9000	Spencer			
D	No. 1	3000	Spencer			
E	No. 3	4000	Spencer			
G	No. 467	6400	Spencer			
H	No. 57	6000	Spencer			
I	No. 67	2000	Spencer			
K	No. 8	4000	Spencer			
L	No. 9	1000	Spencer			
M	Gabion Stone	1500	Spencer			
O	Standard Abr.	2200	Spencer			
S	No. 8 Modified	3000	Spencer			
<u>ROANE COUNTY</u>						
L	No. 9	2000	Spencer - Rt. 33			

14. BIDDING SCHEDULE DISTRICT THREE 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 14.1 (c) and (d) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	Material	Estimated Quantity (Tons)	Location of DOH Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA	Cinders	2,500	Calhoun Co., Millstone	
AA	Cinders	1,000	Jackson Co., Ripley	
AA	Cinders	1,000	Jackson Co., I-77 Section, Medina	
AA	Cinders	7,000	Roane Co., Spencer	
AA	Cinders	1,500	Roane Co., Southern Roane Sub.	
AA	Cinders	1,500	Pleasants Co., Belmont	
AA	Cinders	5,000	Ritchie Co., Ellenboro	
AA	Cinders	2,000	Ritchie Co., Smithville	
AA	Cinders	500	Ritchie Co., APD-Sec. 0, Nutter Farm	
AA	Cinders	1,500	Ritchie Co., APD-Sec. 1, Pennsboro	
AA	Cinders	3,000	Wood Co., Parkersburg	
AA	Cinders	1,500	Wood Co., I-77 Section, Mill Run Road	
AA	Cinders	450	Wirt Co., Elizabeth	
AA	Cinders	500	Pleasants Co., Colin Anderson Lot	

14. BIDDING SCHEDULE DISTRICT FOUR 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>HARRISON COUNTY (I-79)</u>						
A	Class 1	1000	Saltwell			
K	No. 8	3000	Saltwell			
L	No. 9	2000	Saltwell			
R	Shot Rock	500	Saltwell			
<u>HARRISON COUNTY (I-79)</u>						
A	Class 1	1000	Lost Creek			
K	No. 8	3000	Lost Creek			
L	No. 9	3000	Lost Creek			
M	Gabion Stone	500	Lost Creek			
O	Standard Abr.	3000	Lost Creek			
P	Modified Abr.	3000	Lost Creek			
R	Shot Rock	500	Lost Creek			
<u>MARION COUNTY</u>						
A	Class 1	10000	Fairmont			
B	Class 2	4000	Fairmont			
D	No. 1	2000	Fairmont			
E	No. 3	2000	Fairmont			
G	No. 467	4000	Fairmont			
H	No. 57	1000	Fairmont			
K	No. 8	4000	Fairmont			
L	No. 9	4000	Fairmont			
M	Gabion Stone	1000	Fairmont			
N	Fine Aggregate	4000	Fairmont			
O	Standard Abr.	4000	Fairmont			
P	Modified Abr.	4000	Fairmont			
R	Shot Rock	500	Fairmont			
W	Quarry Waste	100	Fairmont			
<u>MARION COUNTY</u>						
A	Class 1	3000	Mannington			
B	Class 2	2000	Mannington			
D	No. 1	1000	Mannington			
G	No. 467	1000	Mannington			
H	No. 57	1000	Mannington			
K	No. 8	3000	Mannington			
L	No.9	3000	Mannington			
M	Gabion Stone	500	Mannington			
N	Fine Aggregate	3000	Mannington			
O	Standard Abr.	3000	Mannington			
P	Modified Abr.	3000	Mannington			
R	Shot Rock	500	Mannington			
W	Quarry Waste	100	Mannington			

14. BIDDING SCHEDULE DISTRICT FOUR 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 14.1 (c) and (d) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	Material	Estimated Quantity (Tons)	Location of DOH Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA	Cinders	2,000	Doddridge Co., APD-Sec. 1, Greenwood	
AA	Cinders	2,000	Doddridge Co., Smithburg	
AA	Cinders	2,000	Harrison Co., APD-50, Tunnel	
AA	Cinders	1,000	Harrison Co., I-79, Lost Creek	
AA	Cinders	3,500	Harrison Co., Gore	
AA	Cinders	1,000	Harrison Co., Saltwell	
AA	Cinders	3,500	Marion Co., Fairmont	
AA	Cinders	1,500	Marion Co., Mannington	
AA	Cinders	3,000	Monongalia Co., Sabraton	
AA	Cinders	2,000	Monongalia Co., Pentress	
AA	Cinders	2,000	Monongalia Co., I-79, Goshen Road	
AA	Cinders	4,000	Preston Co., Albright	
AA	Cinders	3,000	Peston Co., Fellowsville	
AA	Cinders	3,000	Preston Co., Aurora	
AA	Cinders	3,000	Preston Co., Terra Alta	
AA	Cinders	3,000	Preston Co., Bruceton Mills	
AA	Cinders	3,500	Preston Co., I-68, Coopers Rock	
AA	Cinders	1,500	Preston Co., Masontown	
AA	Cinders	3,000	Taylor Co., Grafton	

14. BIDDING SCHEDULE DISTRICT FIVE 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BERKELEY COUNTY</u>						
A	Class 1	3000	Martinsburg			
B	Class 2	3000	Martinsburg			
C	Class 10	1000	Martinsburg			
E	No. 3	3000	Martinsburg			
H	No. 57	3500	Martinsburg			
J	No. 7	3000	Martinsburg			
L	No. 9	1000	Martinsburg			
M	Gabion Stone	500	Martinsburg			
N	Fine Aggregate	500	Martinsburg			
O	Standard Abr.	4500	Martinsburg			
P	Modified Abr.	4500	Martinsburg			
Q	Riprap	500	Martinsburg			
R	Shot Rock	2000	Martinsburg			
S	No. 8 Modified	5000	Martinsburg			
T	No. 9 Modified	1000	Martinsburg			
W	Quarry Waste	500	Martinsburg			
<u>GRANT COUNTY</u>						
A	Class 1	3500	Petersburg			
B	Class 2	3500	Petersburg			
C	Class 10	1000	Petersburg			
E	No. 3	500	Petersburg			
J	No. 7	2500	Petersburg			
K	No. 8	2500	Petersburg			
M	Gabion Stone	500	Petersburg			
O	Standard Abr.	2000	Petersburg			
P	Modified Abr.	2000	Petersburg			
Q	Riprap	500	Petersburg			
R	Shot Rock	2000	Petersburg			
S	No. 8 Modified	3000	Petersburg			
T	No. 9 Modified	750	Petersburg			
W	Quarry Waste	500	Petersburg			
<u>GRANT COUNTY</u>						
A	Class 1	3500	Mt. Storm			
B	Class 2	3500	Mt. Storm			
C	Class 10	1000	Mt. Storm			
J	No. 7	2500	Mt. Storm			
K	No. 8	1000	Mt. Storm			
O	Standard Abr.	2000	Mt. Storm			
P	Modified Abr.	2000	Mt. Storm			
Q	Riprap	500	Mt. Storm			
R	Shot Rock	2000	Mt. Storm			
S	No. 8 Modified	3000	Mt. Storm			
T	No. 9 Modified	250	Mt. Storm			

14. BIDDING SCHEDULE DISTRICT SIX 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>MARSHALL COUNTY</u>						
A	Class 1	5000	Sand Hill			
D	No. 1	500	Sand Hill			
E	No. 3	800	Sand Hill			
G	No. 467	500	Sand Hill			
H	No. 57	200	Sand Hill			
I	No. 67	500	Sand Hill			
J	No. 7	500	Sand Hill			
K	No. 8	500	Sand Hill			
L	No. 9	500	Sand Hill			
M	Gabion Stone	500	Sand Hill			
N	Fine Aggregate	100	Sand Hill			
O	Standard Abr.	1000	Sand Hill			
P	Modified Abr.	1000	Sand Hill			
R	Shot Rock	500	Sand Hill			
S	No. 8 Modified	2000	Sand Hill			
<u>OHIO COUNTY</u>						
A	Class 1	6000	Triadelphia			
D	No. 1	1500	Triadelphia			
E	No. 3	1000	Triadelphia			
G	No. 467	1000	Triadelphia			
H	No. 57	2000	Triadelphia			
I	No. 67	8000	Triadelphia			
J	No. 7	1500	Triadelphia			
K	No. 8	6000	Triadelphia			
L	No. 9	1000	Triadelphia			
M	Gabion Stone	1000	Triadelphia			
N	Fine Aggregate	100	Triadelphia			
O	Standard Abr.	6000	Triadelphia			
P	Modified Abr.	6000	Triadelphia			
Q	Riprap	1000	Triadelphia			
R	Shot Rock	1000	Triadelphia			
S	No. 8 Modified	2000	Triadelphia			
<u>OHIO COUNTY</u>						
N	Fine Aggregate	2000	Elm Grove			

14. BIDDING SCHEDULE

DISTRICT SIX

6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 14.1 (c) and (d) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	Material	Estimated Quantity (Tons)	Location of DOH Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA	Cinders	2,000	Brooke Co., Wellsburg	
AA	Cinders	3,000	Brooke Co., US 22 & CR 1	
AA	Cinders	3,000	Hancock Co., New Manchester	
AA	Cinders	4,000	Marshall Co., Glendale	
AA	Cinders	2,000	Marshall Co., Cameron	
AA	Cinders	2,000	Marshall Co., Lynn Camp	
AA	Cinders	2,000	Marshall Co., Sand Hill	
AA	Cinders	5,000	Ohio Co., Triadelphia	
AA	Cinders	1,000	Ohio Co., I-70, Elm Grove	
AA	Cinders	3,000	Tyler Co., Sistersville	
AA	Cinders	2,000	Tyler Co., Centerville	
AA	Cinders	4,000	Wetzel Co., New Martinsville	
AA	Cinders	2,000	Wetzel Co., Hundred	
AA	Cinders	2,000	Wetzel Co., Pine Grive	

14. BIDDING SCHEDULE DISTRICT SEVEN 66-11-C034

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BARBOUR COUNTY</u>						
A	Class 1	6000	Philippi			
B	Class 2	3000	Philippi			
D	No. 1	500	Philippi			
E	No. 3	500	Philippi			
G	No. 467	2000	Philippi			
H	No. 57	1200	Philippi			
K	No. 8	2500	Philippi			
L	No. 9	1500	Philippi			
M	Gabion Stone	500	Philippi			
O	Standard Abr.	5000	Philippi			
P	Modified Abr.	500	Philippi			
R	Shot Rock	500	Philippi			
<u>BARBOUR COUNTY</u>						
A	Class 1	2000	Belington			
B	Class 2	1500	Belington			
D	No. 1	500	Belington			
E	No. 3	500	Belington			
G	No. 467	700	Belington			
K	No. 8	1500	Belington			
L	No. 9	1000	Belington			
M	Gabion Stone	200	Belington			
O	Standard Abr.	3000	Belington			
P	Modified Abr.	500	Belington			
R	Shot Rock	500	Belington			
<u>BRAXTON COUNTY</u>						
A	Class 1	10000	Laurel			
B	Class 2	7500	Laurel			
D	No. 1	500	Laurel			
E	No. 3	2000	Laurel			
G	No. 467	500	Laurel			
H	No. 57	500	Laurel			
K	No. 8	2500	Laurel			
L	No. 9	1000	Laurel			
M	Gabion Stone	500	Laurel			
O	Standard Abr.	500	Laurel			
P	Modified Abr.	500	Laurel			
R	Shot Rock	1000	Laurel			

14. BIDDING SCHEDULE DISTRICT SEVEN 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>BRAXTON COUNTY</u>						
O	Standard Abr.	2500	Gassaway			
P	Modified Abr.	500	Gassaway			
<u>BRAXTON COUNTY</u>						
K	No. 8	2000	Heaters			
O	Standard Abr.	1500	Heaters			
P	Modified Abr.	500	Heaters			
<u>BRAXTON COUNTY (I-79)</u>						
A	Class 1	500	Burnsville			
K	No. 8	1000	Burnsville			
L	No. 9	1000	Burnsville			
O	Standard Abr.	1500	Burnsville			
P	Modified Abr.	500	Burnsville			
<u>BRAXTON COUNTY (I-79)</u>						
A	Class 1	500	Coon Knob			
K	No. 8	500	Coon Knob			
L	No. 9	1500	Coon Knob			
M	Gabion Stone	100	Coon Knob			
O	Standard Abr.	500	Coon Knob			
P	Modified Abr.	500	Coon Knob			
<u>GILMER COUNTY</u>						
A	Class 1	6000	Glenville			
B	Class 2	2500	Glenville			
D	No. 1	700	Glenville			
E	No. 3	1500	Glenville			
G	No. 467	2000	Glenville			
H	No. 57	500	Glenville			
K	No. 8	2000	Glenville			
L	No. 9	700	Glenville			
M	Gabion Stone	200	Glenville			
O	Standard Abr.	3500	Glenville			
P	Modified Abr.	500	Glenville			
R	Shot Rock	1000	Glenville			

14. BIDDING SCHEDULE

DISTRICT SEVEN

6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

If a supplier is bidding materials from more than one source, a set of bid schedules with all required information shall be provided for each source. The type and source of materials indicated in 14.1 (c) and (d) therefore shall apply to the materials to be delivered to the Division's storage site as described below.

Contract Item	Material	Estimated Quantity (Tons)	Location of DOH Storage Site	Bid Price (\$/Ton) FOB DOH Storage Site
AA	Cinders	1,500	Braxton Co., Gassaway	
AA	Cinders	1,000	Braxton Co., Heaters	
AA	Cinders	1,200	Braxton Co., I-79, Burnsville	
AA	Cinders	1,200	Braxton Co., I-79, Coon Knob	
AA	Cinders	2,000	Gilmer Co., Glenville HQ	
AA	Cinders	6,000	Barbour Co., Philippi	
AA	Cinders	1,500	Barbour Co., Bellington	
AA	Cinders	2,000	Lewis Co., Bendale, Weston HQ	
AA	Cinders	1,000	Lewis Co., APD 33, Mudlick	
AA	Cinders	6,000	Upshur Co., Buckhannon, Mudlick Lot	
AA	Cinders	1,500	Upshur Co., Kanawha Head	
AA	Cinders	2,000	Webster Co., Parcoal	
AA	Cinders	1,000	Webster Co., Big Ditch Ln.	
AA	Cinders	1,250	Webster Co., Hacker Valley	

14. BIDDING SCHEDULE DISTRICT EIGHT 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>POCAHONTAS COUNTY</u>						
A	Class 1	1500	Hillsboro			
B	Class 2	5000	Hillsboro			
I	No. 67	1000	Hillsboro			
L	No. 9	1000	Hillsboro			
O	Standard Abr.	1000	Hillsboro			
<u>POCAHONTAS COUNTY</u>						
A	Class 1	1500	Thornwood			
B	Class 2	1000	Thornwood			
K	No. 8	1000	Thornwood			
O	Standard Abr.	2000	Thornwood			
P	Modified Abr.	4000	Thornwood			
<u>POCAHONTAS COUNTY</u>						
B	Class 2	1000	Linwood			
K	No. 8	1000	Linwood			
L	No. 9	500	Linwood			
O	Standard Abr.	2500	Linwood			
P	Modified Abr.	2500	Linwood			
<u>POCAHONTAS COUNTY</u>						
I	No. 67	300	Seebert			
K	No. 8	2000	Seebert			
O	Standard Abr.	4000	Seebert			
P	Modified Abr.	4000	Seebert			
<u>RANDOLPH COUNTY</u>						
A	Class 1	500	Coalton			
B	Class 2	500	Coalton			
I	No. 67	500	Coalton			
K	No. 8	3000	Coalton			
L	No. 9	2000	Coalton			

14. BIDDING SCHEDULE DISTRICT EIGHT 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Mill Creek			
B	Class 2	1000	Mill Creek			
I	No. 67	500	Mill Creek			
K	No. 8	5000	Mill Creek			
L	No. 9	500	Mill Creek			
<u>RANDOLPH COUNTY</u>						
A	Class 1	1500	Pickens			
B	Class 2	1500	Pickens			
I	No. 67	1000	Pickens			
K	No. 8	2000	Pickens			
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Elkins			
B	Class 2	1000	Elkins			
I	No. 67	500	Elkins			
K	No. 8	3500	Elkins			
L	No. 9	6000	Elkins			
<u>RANDOLPH COUNTY</u>						
A	Class 1	100	Harman			
B	Class 2	1000	Harman			
I	No. 67	500	Harman			
K	No. 8	4000	Harman			
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Valley Head			
B	Class 2	1000	Valley Head			
I	No. 67	1000	Valley Head			
K	No. 8	3500	Valley Head			
<u>RANDOLPH COUNTY</u>						
A	Class 1	1000	Cor. H Headqrts - US 219			
L	No. 9	1500	Cor. H Headqrts - US 219			

14. BIDDING SCHEDULE DISTRICT EIGHT 6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site
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Bid Price (\$/Ton) F.O.B. DOH Storage Site

TUCKER COUNTY

A	Class 1	2000	Parsons
B	Class 2	4000	Parsons
K	No. 8	6000	Parsons
L	No. 9	1200	Parsons

LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG

TUCKER COUNTY

A	Class 1	1300	Thomas
B	Class 2	1500	Thomas
K	No. 8	6000	Thomas

TUCKER COUNTY

K	No. 8	2500	Canaan Valley Pk.
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14. BIDDING SCHEDULE

DISTRICT NINE

6612C003

VENDOR NAME _____

14.2 Bidding F.O.B. Division's Storage Site

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
<u>FAYETTE COUNTY</u>				<u>LIMESTONE ONLY</u>
A	Class 1	Limestone	20000	Oak Hill
B	Class 2	Limestone	0	Oak Hill
E	No. 3	Limestone	5000	Oak Hill
I	No. 67	Limestone	5000	Oak Hill
J	No. 7	Limestone	5000	Oak Hill
K	No. 8	Limestone	10000	Oak Hill
L	No. 9	Limestone	10000	Oak Hill
M	Gabion Stone	Limestone	5000	Oak Hill
P	Modified Abr.	Limestone	5000	Oak Hill
R	Shot Rock	Limestone	5000	Oak Hill
T	No. 9 Modified	Limestone	5000	Oak Hill
<u>FAYETTE COUNTY</u>				
A	Class 1	Limestone	8000	Glen Ferris
E	No. 3	Limestone	2500	Glen Ferris
I	No. 67	Limestone	2000	Glen Ferris
L	No. 9	Limestone	1000	Glen Ferris
M	Gabion Stone	Limestone	2000	Glen Ferris
<u>FAYETTE COUNTY</u>				
A	Class 1	Limestone	20000	Lookout
E	No. 3	Limestone	5000	Lookout
H	No. 57	Limestone	0	Lookout
I	No. 67	Limestone	5000	Lookout
J	No. 7	Limestone	5000	Lookout
K	No. 8	Limestone	5000	Lookout
L	No. 9	Limestone	15000	Lookout
M	Gabion Stone	Limestone	5000	Lookout
P	Modified Abr.	Limestone	5000	Lookout
R	Shot Rock	Limestone	5000	Lookout
T	No. 9 Modified	Limestone	5000	Lookout
<u>FAYETTE COUNTY</u>				
K	No. 8	Limestone	3000	Falls View
P	Modified Abr.	Limestone	2500	Falls View
T	No. 9 Modified	Limestone	2500	Falls View
<u>FAYETTE COUNTY - APD (US 19)</u>				
L	No. 9	Limestone	10000	Oak Hill

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 Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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% resident 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% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____ 20____

My Commission expires _____, 20____

AFFIX SEAL HERE

NOTARY PUBLIC _____

Please use this document for technical questions, posing in question format.

Technical Questions for RFQ: _____

Vendor Name: _____

Questions:

1. Specifications

2 Delivery

3 Invoicing

4 Award

Other:
