



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1001454
Solicitation Description: READY MIXED PORTLAND CEMENT CONCRETE & CLSM
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-14 14:30	SR 0803 ESR03082200000005428	1

VENDOR
 000000201143
 RBS INC

Solicitation Number: ARFQ 0803 DOT2200000025
Total Bid: 0
Response Date: 2022-03-08
Response Time: 09:07:03
Comments:

FOR INFORMATION CONTACT THE BUYER

Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

READY MIXED PORTLAND CEMENT CONCRETE AND CLS MATERIAL PER THE ATTACHED PRICING PAGES



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1001454			Reason for Modification:
Doc Description: READY MIXED PORTLAND CEMENT CONCRETE & CLSM			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-28	2022-03-14 14:30	ARFQ 0803 DOT2200000025	1

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25302
 US


VENDOR

Vendor Customer Code: 000000201143
Vendor Name : R B S Inc., Greenbrier Ready Mix
Address : PO Box 490,
 White Sulphur Springs
Street : WV USA 24986
City : William Snyder
 304.645.2277
State :

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Kristine E James
 304-414-7104
 kristy.e.james@wv.gov

Vendor Signature X  **FEIN#** 550477166 **DATE** 1 Mar 2022

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - SOLICITATION OF READY MIXED PORTLAND CEMENT CONCRETE & CLSM BY COUNTY PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTY.E.JAMES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION
THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
READY MIXED PORTLAND CEMENT CONCRETE AND CLS MATERIAL PER THE ATTACHED PRICING PAGES

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE 10AM	2022-03-07

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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.

- 2.7 “Default Remedy Costs”** - monetary compensation due from the Vendor to cover the actual and direct cost of any substituted goods and/or service required for project completion if the Vendor breaches the contract by failing to complete the project/Delivery Order.
- 2.8 “Emergency Work”** – work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, an Agency District Engineer/designee.
- 2.9 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended:
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>.
- 2.10 “MCS&T”** – Materials Control, Soils and Testing Division of the WV Division of Highways: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.11 “Materials Procedure (MP) 601.05.50 Exhibit 1”** – Quality Assurance Procedures for Portland Cement Concrete, (formerly called the IM-18 list) issued by the WVDOH Materials Control, Soils and Testing Division, Materials:
www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- 2.12 “Materials Procedure (MP) 601.03.50 Exhibit 2”** – Quality Control and Acceptance Requirements for Portland Cement Concrete, issued by the WVDOH Materials Control, Soils and Testing Division, Materials:
www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- 2.13 “Standard Specs”** – the WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended, or modified by all subsequent Supplemental Specifications.
- 2.14 “Unit of Measure” or “UOM”** - physical unit of measurement for each contract Item.
- 2.15 “WVDOH” or “Agency”** – refers to the WV Division of Highways.

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3. GENERAL REQUIREMENTS:

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

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 219 and 601, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00) for the current book plus \$5.00 for the Supplemental Latest Edition) using the attached Standard Specifications Order Form (ATT C) and send to:

WV Division of Highways
Technical Support Division
1334 Smith Street
Charleston, WV 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the contract Items listed below on an open-end and continuing basis, as ordered by the Agency. Contract Items are listed on Attachment A Pricing Pages (ATT A) and must meet or exceed the mandatory requirements as indicated below.

3.2.1 Ready Mixed Portland Cement Concrete: Must meet all requirements of Section 601 of the Standard Specs, as amended.

3.2.2 Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs, as amended.

3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list/Informational Memorandum/MP 601.05.50 EXHIBIT A, as amended, with WVDOH MCS&T. This list consists of certified plants meeting the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list per the approval procedures found in MP 601.05.50, as amended. A copy of these procedures may be obtained at:

WV DOH, MCS&T
190 Dry Branch Drive
Charleston, WV 25306

<https://transportation.wv.gov/highways/mcst/Pages/MP-600s.aspx>

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Vendor shall refer to and conform to all requirements of MP 601.05.50. As per MP 601.05.50 Exhibit A, if a plant's certification expires during the life of this contract, the plant will remain non-certified until the proper renewal certification information is provided to MCS&T. Non-certified and de-certified plants are not approved to supply concrete for WVDOH projects until certified or re-certified approval status has been provided from MCS&T Division. Plants shall have an approved status at the time of preparing materials for or delivering materials to State projects.

For each plant it sources for contract Items, the Vendor shall supply the Agency with the plant's name, Certification status, and **physical** location information on ATT B. It shall be assumed by the Vendor that the WVDOH or any other State of WV representative will **not** supply the plant location information. The Vendor shall list its sourced locations with corresponding pricing on ATT A, see "Bid Instructions" below beginning at Section 5.2.

3.2.4 Material Testing & Quality Control (MP 601.03.50) & Quality Assurance (MP 601.05.50):

The Vendor shall conduct all tests required to be performed at the certified plant. Any job site testing shall be performed according to the Standard Specs. Vendor shall maintain equipment and qualified personnel, including at least one certified Portland Cement Concrete Inspector who shall direct all field inspection, sampling and testing necessary to determine the magnitude of the various properties of concrete in accordance with the Standard Specs, as amended. MCS&T Division and District personnel shall also inspect and evaluate concrete plants and equipment and provide documentation as per MP 601.05.50. and/or 601.03.50, as applicable.

3.2.5 Temperature Control:

The Vendor must meet the temperature requirements as set forth in the Standard Specs, as amended.

3.2.6 Additional Haul:

The additional haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the Agency District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

3.2.7 Mileage Calculation:

The Agency designee will calculate the in-state distance using the WVDOH Straight-Line Diagrams for WV Primary Routes and WV Secondary Routes. The Diagrams are available in each WVDOH's District Office and the WVDOH Central Office. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or road restrictions.

3.2.7.1 Out-of-state delivery route mileage

will be calculated by the Agency utilizing "Google Maps" or a similar source for routing from the Vendor's

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plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the Agency job site.

3.2.8 Admixtures: All concrete shall be air entrained. **The cost of air-entraining shall be included in the Unit Bid Price of the concrete on ATT A Pricing Pages. No additional charge for air-entraining agent will be allowed under Admixture.** Refer to Section 601 and its subsections in the Standard Specs and the latest Supplemental thereto.

3.2.8.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal to such accelerator, the name and any product identification numbers shall be listed on ATT B.

3.2.8.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal to such accelerator, the name and any product identification numbers shall be listed on ATT B.

3.2.8.3 Super Plasticizer brand requested is Eucon 37. If Vendor is proposing an equal to such plasticizer, the name and any product identification numbers shall be listed on ATT B.

3.3 Emergency Work: Emergency work as ordered by Agency District Engineer/designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work shall be per Section 2.8 and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendor's bid price.

4. SAFETY

Pandemic-Response Safety Protocols: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the Agency District Engineer.

5. CONTRACT AWARD:

5.1 Contract Award: The contract is intended to provide Agencies with a purchase price on all contract Items. All qualified responsible Vendors shall be awarded a contract for those Items meeting all mandatory requirements of this contract, including those whose plants are pending certification; however, a Delivery Order will not be issued for any contract

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Items UNTIL the plant becomes certified per the requirements of MCS&T. Vendor shall provide Item pricing by county on ATT A and ATT B with the details of its plant location and plant's certification status, refer to Sections 3 and 5.2 and all of its subsections.

5.2 Bid Instructions: Vendor should type or electronically enter its bid information into ATT A and ATT B Excel spreadsheets provided with this solicitation and upload them to wvOASIS as part of its bid response. **Both ATT A and ATT B must be submitted with the BID.** If Vendor fails to submit with its bid either ATT A or ATT B, the bid will be DISQUALIFIED for that Item/pricing submission.

Electronic Forms: Vendor should type or electronically enter its bid information directly into the Excel spreadsheets (ATT A and ATT B) to prevent errors in the bid evaluation. In most cases, Vendors can download the Excel spreadsheets from wvOASIS or request an electronic copy of the spreadsheet attachments for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov.

5.2.1 Attachment A (ATT A) Pricing Pages shall be completed by the Vendor by entering its price per the unit of measure for each contract Items bid. The Vendor should place Vendor's name on each ATT A submitted. Vendor shall enter its pricing per county on each tab of the spreadsheet. For each county bid, Vendor shall list in the last row of ATT A, its sourced PLANT NAME(S), and CITY locations applicable to county pricing. Submitting bid pricing without listing the source-plants shall result in disqualification of the bid. The Vendor's completed ATT A shall correlate with its detailed sourced-plant information provided by the Vendor on the accompanying ATT B, see 5.2.2.

Format Modifications: Vendor shall NOT add formulas, modify any column headers, contract Item descriptions, or units of measure on the Agency's ATT A spreadsheet as such may result in disqualification of the Vendor's bid. **Submitting Pricing Pages from a prior years' contract, in lieu of the current Pricing Pages included for this solicitation, shall result in the disqualification of the Vendor's bid.**

Vendors may bid any or all Items on ATT A Pricing Pages. Bidding on any one contract Item may not be conditioned on the acceptance of the bid on any other contract Item(s). At the time of need, the Agency 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. ATT A Pricing Pages list contract Items with no guarantee that any Item will be purchased throughout the life of this contract. Estimated quantities are not available.

5.2.2 Attachment B (ATT B) Sourced Plant & Details: ATT B is due with its pricing at the time of bid submission. ATT B shall be completed by the Vendor to provide

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the following details for each of the Vendor's sourced plants listed on ATT A: plant name, certification status, and location. ATT B information shall correlate with the plants listed on ATT A, last row under each county they serve. Vendor omissions of sourced plant information will result in disqualification of associated bid-pricing.

Plant Location and Certification Status: Vendor shall supply the most recent 911 address/physical street address, city, and state, for Plant Location(s) on ATT B. If Vendor's source plant name is currently certified per MP 601.05.50, Vendor should supply either the Certified PLANT CODE number, or state "PLANT NOT CERTIFIED" on ATT B. Vendor should place its name on every attachment submitted.

5.2.3 "Equivalent/Or Equal" Item Proposals: If Vendor is bidding proposed equivalent or "equal" contract Items, the Vendor shall include information about the "equal" items on ATT B, per Section 3.2.8 and include the name and identification numbers. The Vendor should also attach with its bid packet any supporting product documentation, such as specifications, physical properties, to support the proposed "equal" pricing added to ATT A.

The WVDOT, at its own discretion, shall decide equivalency for an "equal" item that is bid. The Agency may contact the Vendor if more information is needed to determine equivalency. If no supplier name, manufacturer name or part number is provided on ATT A or ATT B, the Agency will expect that Vendor is supplying the requested brand products.

5.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the Agency, the WVDOT Operations Division will announce the effective date **of use** of this contract to the Districts and the Vendors. Upon the announced effective date of use, any Delivery Order issued toward the previously effective "prior" contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the prior contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from prior contracts should be held open by any District or Vendor longer ten (10) working days after the announcement of the effective date of use for the new contract.

This directive is issued to assist the Districts and Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

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5.4 Price Adjustments: In the event of a significant price increase of component material utilized to perform under this contract, and by no fault of the Vendor, the contract pricing may be equitably adjusted by change order as more fully described below.

5.4.1 A change in price is considered significant if the price of the component material increases by 20% or more from the original bid amount.

5.4.2 Any request for a price increase under this clause must be supported by price quotes for the component material for which a change is being sought; invoices showing amounts actually paid for the component materials; and any other evidence that supports the increase request.

5.4.3 The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

5.4.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material directly from the supplier.

5.4.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

5.4.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

5.4.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

5.4.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5.5 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 PER PROJECT: Using ATT A and ATT B, the ordering Agency will calculate the lowest overall total cost of the contract Items plus any additional haul cost and/or other billable Items required by the Agency per each individual project

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jobsite location and its closest certified plant location. A written Delivery Order will be issued by the Agency to the Vendor with the lowest overall total cost.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, e-mail, facsimile, regular mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with Agency and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, Vendor shall include with its bid response a brief description of how Agencies may use the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured and shall provide certification to WVDOH Operations Division prior to processing Agency orders on-line.

7.1.1 Delivery Order will be generated by the Agency's Engineer/designee. The Agency's order should be provided via a WV-39 Blanket Release Order, detailing the Agency's needed contract Items, project location information, tentative start and end dates which shall become the agreed upon official start and end dates for the Delivery Order's completion. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to start, or make modifications to, a project from this contract are NOT acceptable as a Delivery Order.

7.2 Payment: Upon completion of the work shown on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of WV. The State of WV currently uses a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the State of WV's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at Agency's discretion.

7.3 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location as arranged by and at the expense of the Agency.

7.4 Failed Delivery Orders: If for any reason the Vendor fails to completely fulfill a Delivery Order, misses the agreed upon timeline/due date, and/or for any reason is not able to deliver/work progressively through to complete 100% of a Delivery Order, the

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Agency reserves the right to cancel and re-issue the Delivery Order, or the remainder thereof, to the next low bid Vendor or alternate economical source. If the Agency, at its sole discretion, deems such action(s) to be a breach of this contract, the Agency reserves the right to hold the Vendor responsible for the damage-costs incurred by the Agency for remedying the contractual default.

7.4.1 Default Remedy Costs and/or Liquidated Damages when applied by the Agency at its sole discretion, shall result in the Vendor being responsible for the costs incurred by the Agency for acquiring replacement or substitute goods or services, minus payment for any compliantly completed work or delivered services or goods. Notwithstanding the application of remedy costs, the failed Delivery Order may also be subject to liquidated damages. 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 the Standard Specs Section 108.7, as amended, and the rates in the table made available on WVDOH Contract Administration's Specifications and Documents website, see Section 2.10.

The Vendor shall hereby understand and agree that any Default Remedy Costs and/or Liquidated Damages shall be applied by the Agency in the form of an off-set reduction to the total amount of the Vendor's final invoice.

7.5 Deliveries made by the vendor shall be comprised only of contract Items intended for delivery at that ordering location and specified in the Pricing Pages, contract specifications, and WV-39 Blanket Release Order. At no time shall property belonging to the WV Department of Transportation be utilized as a lay-down or storage facility by the vendor, or any Items left with the intention of being distributed to an alternate location.

8. PROJECT ACCEPTANCE DELIVERY AND RETURN:

8.1 Project Acceptance and Written Verification of Receipt: Upon receipt of an Agency Delivery Order, the Vendor shall advise the Agency in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, **Vendor must supply written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by Agency.** Failure to provide the Agency with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the Agency at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

8.2 Negotiation of Dates: The Agency shall have the option to negotiate with the Vendor,

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the project's tentative start and end dates. **Delivery of contract Items/project work shall be continuous to completion unless otherwise approved in writing by the Agency District Engineer or his designee.**

8.3 Delivery Time: Per Section 7, its subsections, and the terms of this contract, the work and selection of contract Items shall be determined and scheduled by the Agency at its own discretion. The Vendor shall begin and complete the provision of goods/services in accordance with the Agency's written Delivery Order(s), per project. Any changes must be communicated by the Vendor in writing to the Agency designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. No Vendor is authorized to ship project related goods or begin work/services, nor is the Agency authorized to receive materials, prior to the issuance of a Delivery Order. Vendor shall ship all orders per the Delivery Order schedule and shall not hold orders until a minimum delivery quantity is met.

8.4 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the Agency designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the Agency, Vendor, or general public, work and/or delivery shall be suspended by the Agency designee at the discretion of the Agency. If needed, revision to the delivery and/or project's start and end date may be negotiated by the Vendor and the Agency designee. After a weather-related suspension of work, the Agency designee shall determine and convey in writing, such Delivery Order changes and when work/contract Item delivery shall commence/resume, which shall be followed by the Vendor's written acknowledgement, as per Section 8.1.

8.5 Late Delivery: If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this contract must be notified **in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of Agency's written Delivery Orders/revisions thereto resulting in delivery delay, or failure to start or complete the project per the Agency scheduled due dates may be determined by the Agency at its sole discretion as harmful to the Agency and as such, shall result in Agency's cancellation of the Delivery Order and be subject to the application of Default Remedy Costs and/or Liquidated Damages, see Section 7.4.1.

8.6 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not allowed to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders IF that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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8.7 Project Acceptance Criteria: The Agency District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the Agency designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the Agency District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the Agency, subject to Liquidated Damages, see Section 7.4.1.

8.8 Rejection of Unacceptable Contract Items: The decision of the Agency designee about materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency considers the contract Items/materials to be unacceptable, the contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return of material and reimburse Agency for delivery expenses. If the original packaging cannot be used for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

8.9 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be considered to be in a resalable condition if they are unused and in the original packaging. 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.

9. VENDOR DEFAULT:

9.1 The following shall be considered a Vendor default under this contract.

9.1.1 Failure to provide contract Items per the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

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

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9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the contract.

9.2.2 Immediate cancellation of one or more Delivery Orders issued under this contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 No Substitutions: Vendor shall supply only the Contract Items supplied in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this contract.

10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this contract. By signing its bid, Vendor certifies that it can supply the contract Items contained in its bid response.

10.3 Damage Beyond Control of the Agency: The Agency shall not be liable for damage to or loss of any equipment or otherwise resulting from lightning, Acts of God, riots, strikes or other causes beyond the Agency's control.

10.4 Insurance: Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs, as amended.

10.5 Liens: The Agency shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, and encumbrance, or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the Agency.

10.6 Reports: Vendor shall supply quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also supply reports, upon request, showing the items purchased during the term of this contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this contract.

10.7 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

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM

normal business hours to address any customer service or other issues related to this contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: William Snyder
Telephone Numbers: 304.645.2277
Fax Number: 304.645.2597
Email Address: bill@rbsinc.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

R.B.S. Inc.,
Greenbrier Ready Mix
Superior Supply Concrete
PO Box 490, WSS, WV 24986
304.645.2277

20/219
P15/26

D-1 Bidder, enter your name in the block above for each county bid:

COUNTY:

Item	Item Description	BOONE	CLAY	KANAWHA	MASON	PUTNAM
		UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
1-01	Class A Concrete 2-2.99 CY					
1-02	Class A Concrete 3-3.99 CY					
1-03	Class A Concrete 4-4.99 CY					
1-04	Class A Concrete 5 CY & OVR					
1-05	Class B Concrete 2-2.99 CY					
1-06	Class B Concrete 3-3.99 CY					
1-07	Class B Concrete 4-4.99 CY					
1-08	Class B Concrete 5 CY & OVR					
1-09	Class C Concrete 2-2.99 CY					
1-10	Class C Concrete 3-3.99 CY					
1-11	Class C Concrete 4-4.99 CY					
1-12	Class C Concrete 5 CY & OVR					
1-13	Class D Concrete 2-2.99 CY					
1-14	Class D Concrete 3-3.99 CY					
1-15	Class D Concrete 4-4.99 CY					
1-16	Class D Concrete 5 CY & OVR					
1-17	Class H Concrete 2-2.99 CY					
1-18	Class H Concrete 3-3.99 CY					
1-19	Class H Concrete 4-4.99 CY					
1-20	Class H Concrete 5 CY & OVR					
1-21	Class K Concrete 2-2.99 CY					
1-22	Class K Concrete 3-3.99 CY					
1-23	Class K Concrete 4-4.99 CY					
1-24	Class K Concrete 5 CY & OVR					
1-25	Mod Class K Concrete 2-2.99CY					
1-26	Mod Class K Concrete 3-3.99CY					
1-27	Mod Class K Concrete 4-4.99CY					
1-28	Mod Class K Concrete 5 CY & OVR					
1-29	CLSM Type A 2-2.99 CY					
1-30	CLSM Type A 3-3.99 CY					
1-31	CLSM Type A 4-4.99 CY					
1-32	CLSM Type A 5-5.99 CY					
1-33	CLSM Type B 2-2.99 CY					
1-34	CLSM Type B 3-3.99 CY					
1-35	CLSM Type B 4-4.99 CY					
1-36	CLSM Type B 5 CY & OVR					
1-37	CLSM Type C 2-2.99 CY					
1-38	CLSM Type C 3-3.99 CY					
1-39	CLSM Type C 4-4.99 CY					
1-40	CLSM Type C 5 CY & OVR					
1-41	Option A CY over 5 miles					
1-42	Option B TL over 5 miles					
1-43	Prov Class B using Sil Sand					
1-44	Chg increased cement per CY					
1-45	Water-reducing set retarder per CY					
1-46	Water reducer per CY					
1-47	Calcium chloride per OZ					
1-48	Non-calcium chloride per OZ					
1-49	Super plasticizer per CY					
1-50	Fiber per CY					
1-51	Heated Concrete per CY					
1-52	Ice per Pound					
1-53	Cement transported by Vendor per CY					
1-54	Cement transported by DOH per CY					
1-55	Penalty Charge per Truck Minute					
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall also be provided by the Vendor on ATT B.)						

P16/26

D-8 Bidder, enter your name in the block above for each county bid:

RBS Inc.

COUNTY:		PENDLETON	POCAHONTAS	RANDOLPH	TUCKER
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST
8-01	Class A Concrete 2-2.99 CY		NO Bid		
8-02	Class A Concrete 3-3.99 CY		NO Bid		
8-03	Class A Concrete 4-4.99 CY		NO Bid		
8-04	Class A Concrete 5 CY & OVR		NO Bid		
8-05	Class B Concrete 2-2.99 CY		295.60		
8-06	Class B Concrete 3-3.99 CY		246.15		
8-07	Class B Concrete 4-4.99 CY		201.35		
8-08	Class B Concrete 5 CY & OVR		176.75		
8-09	Class C Concrete 2-2.99 CY		NO Bid		
8-10	Class C Concrete 3-3.99 CY		NO Bid		
8-11	Class C Concrete 4-4.99 CY		NO Bid		
8-12	Class C Concrete 5 CY & OVR		NO Bid		
8-13	Class D Concrete 2-2.99 CY		NO Bid		
8-14	Class D Concrete 3-3.99 CY		NO Bid		
8-15	Class D Concrete 4-4.99 CY		NO Bid		
8-16	Class D Concrete 5 CY & OVR		NO Bid		
8-17	Class H Concrete 2-2.99 CY		NO Bid		
8-18	Class H Concrete 3-3.99 CY		NO Bid		
8-19	Class H Concrete 4-4.99 CY		NO Bid		
8-20	Class H Concrete 5 CY & OVR		NO Bid		
8-21	Class K Concrete 2-2.99 CY		NO Bid		
8-22	Class K Concrete 3-3.99 CY		NO Bid		
8-23	Class K Concrete 4-4.99 CY		NO Bid		
8-24	Class K Concrete 5 CY & OVR		NO Bid		
8-25	Mod Class K Concrete 2-2.99CY		NO Bid		
8-26	Mod Class K Concrete 3-3.99CY		NO Bid		
8-27	Mod Class K Concrete 4-4.99CY		NO Bid		
8-28	Mod Class K Concrete 5 CY & OVR		NO Bid		
8-29	CLSM Type A 2-2.99 CY		NO Bid		
8-30	CLSM Type A 3-3.99 CY		NO Bid		
8-31	CLSM Type A 4-4.99 CY		NO Bid		
8-32	CLSM Type A 5-5.99 CY		NO Bid		
8-33	CLSM Type B 2-2.99 CY		NO Bid		
8-34	CLSM Type B 3-3.99 CY		NO Bid		
8-35	CLSM Type B 4-4.99 CY		NO Bid		
8-36	CLSM Type B 5 CY & OVR		NO Bid		
8-37	CLSM Type C 2-2.99 CY		NO Bid		
8-38	CLSM Type C 3-3.99 CY		NO Bid		
8-39	CLSM Type C 4-4.99 CY		NO Bid		
8-40	CLSM Type C 5 CY & OVR		NO Bid		
8-41	Option A CY over 5 miles		NO Bid		
8-42	Option B TL over 5 miles		6.75		
8-43	Prov Class B using Sil Sand		21.00		
8-44	Chg increased cement per CY		11.25		
8-45	Water-reducing set retarder per CY		3.25		
8-46	Water reducer per CY		-		
8-47	Calcium chloride per OZ		0.12		
8-48	Non-calcium chloride per OZ		0.22		
8-49	Super plasticizer per CY		19.20		
8-50	Fiber per CY		7.50		
8-51	Heated Concrete per CY		7.50		
8-52	Ice per Pound		0.70		
8-53	Cement transported by Vendor per CY		No Bid		
8-54	Cement transported by DOH per CY		No Bid		
8-55	Penalty Charge per Truck Minute		2.00		
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall be provided on ATT B.)			GREENBRIER READY MIX G0230 CALDWELL, WV		

RBS Inc. Greenbrier Ready Mix
PO Box 490
White Sulphur Springs, WV 24986
304.645.2277

2/18/26

D-8 Bidder, enter your name in the block above for each county bid:

RBS Inc.

		COUNTY:			
		PENDLETON	POCAHONTAS	RANDOLPH	TUCKER
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST
8-01	Class A Concrete 2-2.99 CY		NO Bid		
8-02	Class A Concrete 3-3.99 CY		NO Bid		
8-03	Class A Concrete 4-4.99 CY		NO Bid		
8-04	Class A Concrete 5 CY & OVR		NO Bid		
8-05	Class B Concrete 2-2.99 CY		295.60		
8-06	Class B Concrete 3-3.99 CY		246.15		
8-07	Class B Concrete 4-4.99 CY		201.35		
8-08	Class B Concrete 5 CY & OVR		176.75		
8-09	Class C Concrete 2-2.99 CY		NO Bid		
8-10	Class C Concrete 3-3.99 CY		NO Bid		
8-11	Class C Concrete 4-4.99 CY		NO Bid		
8-12	Class C Concrete 5 CY & OVR		NO Bid		
8-13	Class D Concrete 2-2.99 CY		NO Bid		
8-14	Class D Concrete 3-3.99 CY		NO Bid		
8-15	Class D Concrete 4-4.99 CY		NO Bid		
8-16	Class D Concrete 5 CY & OVR		NO Bid		
8-17	Class H Concrete 2-2.99 CY		NO Bid		
8-18	Class H Concrete 3-3.99 CY		NO Bid		
8-19	Class H Concrete 4-4.99 CY		NO Bid		
8-20	Class H Concrete 5 CY & OVR		NO Bid		
8-21	Class K Concrete 2-2.99 CY		NO Bid		
8-22	Class K Concrete 3-3.99 CY		NO Bid		
8-23	Class K Concrete 4-4.99 CY		NO Bid		
8-24	Class K Concrete 5 CY & OVR		NO Bid		
8-25	Mod Class K Concrete 2-2.99CY		NO Bid		
8-26	Mod Class K Concrete 3-3.99CY		NO Bid		
8-27	Mod Class K Concrete 4-4.99CY		NO Bid		
8-28	Mod Class K Concrete 5 CY & OVR		NO Bid		
8-29	CLSM Type A 2-2.99 CY		NO Bid		
8-30	CLSM Type A 3-3.99 CY		NO Bid		
8-31	CLSM Type A 4-4.99 CY		NO Bid		
8-32	CLSM Type A 5-5.99 CY		NO Bid		
8-33	CLSM Type B 2-2.99 CY		NO Bid		
8-34	CLSM Type B 3-3.99 CY		NO Bid		
8-35	CLSM Type B 4-4.99 CY		NO Bid		
8-36	CLSM Type B 5 CY & OVR		NO Bid		
8-37	CLSM Type C 2-2.99 CY		NO Bid		
8-38	CLSM Type C 3-3.99 CY		NO Bid		
8-39	CLSM Type C 4-4.99 CY		NO Bid		
8-40	CLSM Type C 5 CY & OVR		NO Bid		
8-41	Option A CY over 5 miles		NO Bid		
8-42	Option B TL over 5 miles		6.75		
8-43	Prov Class B using Sil Sand		21.00		
8-44	Chg increased cement per CY		11.25		
8-45	Water-reducing set retarder per CY		3.25		
8-46	Water reducer per CY		-		
8-47	Calcium chloride per OZ		0.12		
8-48	Non-calcium chloride per OZ		0.22		
8-49	Super plasticizer per CY		19.20		
8-50	Fiber per CY		7.50		
8-51	Heated Concrete per CY		7.50		
8-52	Ice per Pound		0.70		
8-53	Cement transported by Vendor per CY		No Bid		
8-54	Cement transported by DOH per CY		No Bid		
8-55	Penalty Charge per Truck Minute		2.00		
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall be provided on ATT B.)			SUPERIOR CONCRETE SUPPLY S0570 CALDWELL, WV		

Superior Concrete Supply

RT 60 West, Industrial Way, Caldwell WV 24925
 Plant Phone: 304.645.2253
 PO Box 490, White Sulphur Springs. WV 24986
 304.645.2277 www.rbsinc.com

P19/26

D-9 Bidder, enter your name in the block above for each county bid:

Item	Item Description	COUNTY:		NICHOLAS UNIT COST	SUMMERS UNIT COST
		FAYETTE UNIT COST	GREENBRIER UNIT COST		
9-01	Class A Concrete 2-2.99 CY		NO Bid	NO Bid	
9-02	Class A Concrete 3-3.99 CY		NO Bid	NO Bid	
9-03	Class A Concrete 4-4.99 CY		NO Bid	NO Bid	
9-04	Class A Concrete 5 CY & OVR		NO Bid	NO Bid	
9-05	Class B Concrete 2-2.99 CY		295.60	296.50	
9-06	Class B Concrete 3-3.99 CY		246.15	246.15	
9-07	Class B Concrete 4-4.99 CY		201.35	201.35	
9-08	Class B Concrete 5 CY & OVR		176.75	176.75	
9-09	Class C Concrete 2-2.99 CY		NO Bid	NO Bid	
9-10	Class C Concrete 3-3.99 CY		NO Bid	NO Bid	
9-11	Class C Concrete 4-4.99 CY		NO Bid	NO Bid	
9-12	Class C Concrete 5 CY & OVR		NO Bid	NO Bid	
9-13	Class D Concrete 2-2.99 CY		NO Bid	NO Bid	
9-14	Class D Concrete 3-3.99 CY		NO Bid	NO Bid	
9-15	Class D Concrete 4-4.99 CY		NO Bid	NO Bid	
9-16	Class D Concrete 5 CY & OVR		NO Bid	NO Bid	
9-17	Class H Concrete 2-2.99 CY		NO Bid	NO Bid	
9-18	Class H Concrete 3-3.99 CY		NO Bid	NO Bid	
9-19	Class H Concrete 4-4.99 CY		NO Bid	NO Bid	
9-20	Class H Concrete 5 CY & OVR		NO Bid	NO Bid	
9-21	Class K Concrete 2-2.99 CY		NO Bid	NO Bid	
9-22	Class K Concrete 3-3.99 CY		NO Bid	NO Bid	
9-23	Class K Concrete 4-4.99 CY		NO Bid	NO Bid	
9-24	Class K Concrete 5 CY & OVR		NO Bid	NO Bid	
9-25	Mod Class K Concrete 2-2.99CY		NO Bid	NO Bid	
9-26	Mod Class K Concrete 3-3.99CY		NO Bid	NO Bid	
9-27	Mod Class K Concrete 4-4.99CY		NO Bid	NO Bid	
9-28	Mod Class K Concrete 5 CY & OVR		NO Bid	NO Bid	
9-29	CLSM Tyne A 2-2.99 CY		NO Bid	NO Bid	
9-30	CLSM Tyne A 3-3.99 CY		NO Bid	NO Bid	
9-31	CLSM Tyne A 4-4.99 CY		NO Bid	NO Bid	
9-32	CLSM Tyne A 5-5.99 CY		NO Bid	NO Bid	
9-33	CLSM Tyne B 2-2.99 CY		NO Bid	NO Bid	
9-34	CLSM Tyne B 3-3.99 CY		NO Bid	NO Bid	
9-35	CLSM Tyne B 4-4.99 CY		NO Bid	NO Bid	
9-36	CLSM Tyne B 5 CY & OVR		NO Bid	NO Bid	
9-37	CLSM Tyne C 2-2.99 CY		NO Bid	NO Bid	
9-38	CLSM Tyne C 3-3.99 CY		NO Bid	NO Bid	
9-39	CLSM Tyne C 4-4.99 CY		NO Bid	NO Bid	
9-40	CLSM Tyne C 5 CY & OVR		NO Bid	NO Bid	
9-41	Option A CY over 5 miles		NO Bid	NO Bid	
9-42	Option B TL over 5 miles		6.75	6.75	
9-43	Prov Class B using Sil Sand		21.00	21.00	
9-44	Chg increased cement per CY		11.25	11.25	
9-45	Water-reducing set retarder per CY		3.25	3.25	
9-46	Water reducer per CY				
9-47	Calcium chloride per OZ		0.12	0.12	
9-48	Non-calcium chloride per OZ		0.22	0.22	
9-49	Super plasticizer per CY		19.20	19.20	
9-50	Fiber per CY		7.50	7.50	
9-51	Heated Concrete per CY		7.50	7.50	
9-52	Ice per Pound		0.70	0.70	
9-53	Cement transported by Vendor per CY		No Bid	No Bid	
9-54	Cement transported by DOH per CY		No Bid	No Bid	
9-55	Penalty Charge per Truck Minute		2.00	2.00	
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall be provided on ATT B.)			GREENBRIER READY MIX G0230 CALDWELL, WV	GREENBRIER READY MIX G0230 CALDWELL, WV	

RBS Inc. Greenbrier Ready Mix
 PO Box 490
 White Sulphur Springs, WV 24986
 304.645.2277

p20/26

D-9 Bidder, enter your name in the block above for each county bid:

Item	Item Description	COUNTY:				
		FAYETTE	GREENBRIER	MONROE	NICHOLAS	SUMMERS
		UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
9-01	Class A Concrete 2-2.99 CY		NO Bid	NO Bid		
9-02	Class A Concrete 3-3.99 CY		NO Bid	NO Bid		
9-03	Class A Concrete 4-4.99 CY		NO Bid	NO Bid		
9-04	Class A Concrete 5 CY & OVR		NO Bid	NO Bid		
9-05	Class B Concrete 2-2.99 CY		295.60	296.50		
9-06	Class B Concrete 3-3.99 CY		246.15	246.15		
9-07	Class B Concrete 4-4.99 CY		201.35	201.35		
9-08	Class B Concrete 5 CY & OVR		176.75	176.75		
9-09	Class C Concrete 2-2.99 CY		NO Bid	NO Bid		
9-10	Class C Concrete 3-3.99 CY		NO Bid	NO Bid		
9-11	Class C Concrete 4-4.99 CY		NO Bid	NO Bid		
9-12	Class C Concrete 5 CY & OVR		NO Bid	NO Bid		
9-13	Class D Concrete 2-2.99 CY		NO Bid	NO Bid		
9-14	Class D Concrete 3-3.99 CY		NO Bid	NO Bid		
9-15	Class D Concrete 4-4.99 CY		NO Bid	NO Bid		
9-16	Class D Concrete 5 CY & OVR		NO Bid	NO Bid		
9-17	Class H Concrete 2-2.99 CY		NO Bid	NO Bid		
9-18	Class H Concrete 3-3.99 CY		NO Bid	NO Bid		
9-19	Class H Concrete 4-4.99 CY		NO Bid	NO Bid		
9-20	Class H Concrete 5 CY & OVR		NO Bid	NO Bid		
9-21	Class K Concrete 2-2.99 CY		NO Bid	NO Bid		
9-22	Class K Concrete 3-3.99 CY		NO Bid	NO Bid		
9-23	Class K Concrete 4-4.99 CY		NO Bid	NO Bid		
9-24	Class K Concrete 5 CY & OVR		NO Bid	NO Bid		
9-25	Mod Class K Concrete 2-2.99CY		NO Bid	NO Bid		
9-26	Mod Class K Concrete 3-3.99CY		NO Bid	NO Bid		
9-27	Mod Class K Concrete 4-4.99CY		NO Bid	NO Bid		
9-28	Mod Class K Concrete 5 CY & OVR		NO Bid	NO Bid		
9-29	CL SM Tyne A 2-2.99 CY		NO Bid	NO Bid		
9-30	CL SM Tyne A 3-3.99 CY		NO Bid	NO Bid		
9-31	CL SM Tyne A 4-4.99 CY		NO Bid	NO Bid		
9-32	CL SM Tyne A 5-5.99 CY		NO Bid	NO Bid		
9-33	CL SM Tyne B 2-2.99 CY		NO Bid	NO Bid		
9-34	CL SM Tyne B 3-3.99 CY		NO Bid	NO Bid		
9-35	CL SM Tyne B 4-4.99 CY		NO Bid	NO Bid		
9-36	CL SM Tyne B 5 CY & OVR		NO Bid	NO Bid		
9-37	CL SM Tyne C 2-2.99 CY		NO Bid	NO Bid		
9-38	CL SM Tyne C 3-3.99 CY		NO Bid	NO Bid		
9-39	CL SM Tyne C 4-4.99 CY		NO Bid	NO Bid		
9-40	CL SM Tyne C 5 CY & OVR		NO Bid	NO Bid		
9-41	Ontion A CY over 5 miles		NO Bid	NO Bid		
9-42	Ontion B TL over 5 miles		6.75	6.75		
9-43	Prov Class B using Sil Sand		21.00	21.00		
9-44	Chg increased cement per CY		11.25	11.25		
9-45	Water-reducing set retarder per CY		3.25	3.25		
9-46	Water reducer per CY					
9-47	Calcium chloride per OZ		0.12	0.12		
9-48	Non-calcium chloride per OZ		0.22	0.22		
9-49	Super plasticizer per CY		19.20	19.20		
9-50	Fiber per CY		7.50	7.50		
9-51	Heated Concrete per CY		7.50	7.50		
9-52	Ice per Pound		0.70	0.70		
9-53	Cement transported by Vendor per CY		No Bid	No Bid		
9-54	Cement transported by DOH per CY		No Bid	No Bid		
9-55	Penalty Charge per Truck Minute		2.00	2.00		
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall be provided on ATT B.)			SUPERIOR CONCRETE SUPPLY S0570 CALDWELL, WV	SUPERIOR CONCRETE SUPPLY S0570 CALDWELL, WV		

Superior Concrete Supply
 RT 60 West, Industrial Way, Caldwell WV 24925
 Plant Phone: 304.645.2253
 PO Box 490, White Sulphur Springs, WV 24986
 304.645.2277 www.rbsinc.com

p21/26

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: RBS Inc.
Authorized Signature: [Signature] Date: 1 Mar 2022
State of West Virginia
County of Greenbrier, to-wit:
Taken, subscribed, and sworn to before me this 1st day of March, 2022
My Commission expires June 3, 2026



NOTARY PUBLIC [Signature]

022/26

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

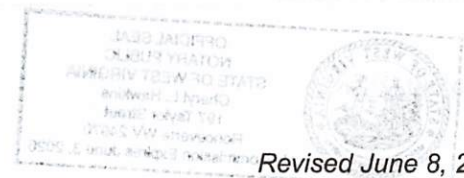
"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.



2023/2/6

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: RBS Inc. Address: P.O. Box 490 W.S.S., WV 24986

Name of Authorized Agent: William Snyder Address: P.O. Box 490 W.S.S., WV 24986

Contract Number: 0803-DOT2200000025 Contract Description: Ready Mix Concrete

Governmental agency awarding contract: Highways

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.

William B. Snyder
Daud B. Snyder

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: [Handwritten Signature]

Date Signed: 1 Mar 2022

Notary Verification

State of West Virginia, County of Greenbrier:

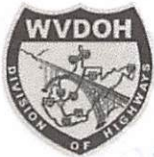
I, William B. Snyder, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 1st day of March, 2022.

[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____





**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

Standard Specifications Order Form

ORDERING INSTRUCTIONS:

Copies of the 2017 Standard Specifications Roads & Bridges and latest Supplemental Specifications may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail DOHSpecifications@wv.gov, or mail to:

**Technical Support Division
1334 Smith Street
Charleston, WV 25301**

ORDER FORM:

Delivery Method (check one): Pick-up Mail (S&H fees apply – see below)
Payment Method (check one): Invoice Check (payable to: WV Division of Highways)

<u>Number of Copies</u>	<u>Title</u>	<u>Price Each</u>	<u>Total</u>
X	<u>2017 Standard Specifications Roads & Bridges</u>	\$15.00	SOLD OUT
[]	<u>Supplemental Specifications, Latest Edition</u>	<u>\$5.00</u>	[]

Shipping and Handling (S&H) Charge 1-9 Books = \$ 5.00 10 + Books = \$ 10.00 []

TOTAL AMOUNT DUE []

Notice: The *2017 Standard Specifications Roads and Bridges* and *Supplemental Specifications* are available for download on the [Specifications Webpage](#).

CUSTOMER INFORMATION:

Company Name: _____
ATTENTION: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____ Fax: _____ Email: _____

For Office Use Only (DO NOT WRITE IN THE SPACE BELOW)

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1/25/26

