



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: 1386838
Solicitation Description: Addendum 2: Ready Mixed Cement Concrete & CLSM
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-03-21 14:30	SR 0803 ESR03202400000005164	1

VENDOR
 VS0000042215
 AB&L CONCRETE & SUPPLY INC

Solicitation Number: ARFQ 0803 DOT2400000064
Total Bid: 0
Response Date: 2024-03-20
Response Time: 11:27:09
Comments:

FOR INFORMATION CONTACT THE BUYER
 Dusty J Smith
 304-414-6859
 dusty.j.smith@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	Ready Mixed Cement Concrete & CLSM	0.00000	CY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST



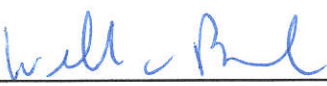
**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1386838		Reason for Modification:	
Doc Description: Addendum 2: Ready Mixed Cement Concrete & CLSM		Addendum 2	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-20	2024-03-21 14:30	ARFQ 0803 DOT2400000064	3

BID RECEIVING LOCATION	
PROCUREMENT DIVISION DIVISION OF HIGHWAYS BLDG 6 RM 340A 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

VENDOR			
Vendor Customer Code:			
Vendor Name :	AB&L Concrete & Suooly, Inc.		
Address :	57033 Ferry Landing Road		
Street :			
City :	Shadyside		
State :	Country :	Zip :	
Ohio	USA	43947-9701	
Principal Contact :			
Vendor Contact Phone:	Extension:		

FOR INFORMATION CONTACT THE BUYER	
Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov	

Vendor Signature X		FEIN# 31-1710737	DATE 3-20-2024
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum 2 is issued for the following reason:

1. To modify the bid opening date and time.

No other changes

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY 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	Ready Mixed Cement Concrete & CLSM	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10am	2024-03-14

SOLICITATION NUMBER: ARFQ DOT2400000064
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum 2 is issued for the following reason:

1. To modify the bid opening date and time

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT240000064

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AB&L Concrete & Supply, Inc.

Company



Authorized Signature

03/20/2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

Proc Folder: 1386838			Reason for Modification: Addendum 1
Doc Description: Addendum 1: Ready Mixed Cement Concrete & CLSM			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-15	2024-03-20 14:30	ARFQ 0803 DOT2400000064	2

BID RECEIVING LOCATION
PROCUREMENT DIVISION DIVISION OF HIGHWAYS BLDG 6 RM 340A 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

VENDOR
Vendor Customer Code: Vendor Name : AB&L Concrete & Supply, Inc. Address : 57033 Ferry Landing Road Street : City : Shadyside State : Ohio Country : USA Zip : 43947-9701 Principal Contact : William V. Busick Vendor Contact Phone: 740-671-9781 Extension:

FOR INFORMATION CONTACT THE BUYER
Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov

Vendor Signature X <i>William V Busick, CFO</i> FEIN# 31-1710737 DATE 3-19-2024
--

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reason:

- 1. To attach the vendor questions and responses

No other changes

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ready Mixed Cement Concrete & CLSM	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 10am	2024-03-14

SOLICITATION NUMBER: ARFQ DOT2400000064
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum 1 is issued for the following reason:

1. To attach the vendor questions and responses

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Solicitation Number #ARFQ DOT24*64 6624C055

Responses to Questions from Vendors

Question 1

On the bid template some of the extras/admixtures are listed as LB's or Oz vs CY:
Verses how we submitted the bid last year:
Is it allowable for us to submit those items per CY?

Answer 1

Contract Specifications and Contract Items often differ from one contract solicitation to another, from one year to another. The unit of measure bid must be the unit of measure that is requested on the Pricing Pages, Attachment A, of the current solicitation. Section 4.2.3. of the Contract Specifications states "Changing a column or row description, Contract Item description, or unit of measure on the **ATT A**, shall result in the disqualification of Contract Item bid on the altered line."

As stated within the Pricing Pages, above the Contract Items list on ATT A: - Contract Items 53-57 are components of a CY mix design added as oz. per 100# of cementitious material.

Question 2

For the CLASS DC that has been added to the sheet for this year, does that refer to the 7.5 Bag or the 8.5 bag mix, the state has both options? I assume it would be the 7.5 Bag mix and we would charge for the extra cement on the 8.5 bag when requested or required, please clarify?

Answer 2

Per Standard Specifications Section 601.3.1-Mix Design Requirements, Class DC would be the 7.5 bag and any additional cement could be charged separately, if needed.

Question 3

If we are the sole bidder in a county does that make us the primary supplier?

Answer 3

Per section 4.1 of the Contract Specifications, the contract award will be as follows:

“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 Contract Items bid which meet all mandatory requirements of this Contract, including Vendors whose plants are pending MCS&T approval. For plants pending approval, no ADO shall be issued for Contract Items until the plant has become approved by MCS&T. “

Also, in the Low Bid per project section 4.1.1 of the Contract Specifications, it states **“Determining Low Bid Per Project:** To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects, including additional haul costs from the Vendors nearest approved plant location to the WVDOH project site. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.”

Question 4

Increased in cement in pounds of a CY Mix Design), this is being asked to price in LB's, normally done per CY per Sack.

Answer 4

Please see response for Question #1.

Question 5

Water-Reducing Set Retarder) (Water Reducer) these are being asked to price by the OZ. We can price by the OZ on the bid the computer is only set up to bill by the CY. Is this a problem?

Answer 5

At the time of invoice, the unit of measure on the invoice must match the unit of measure on the contract Pricing Pages, ATTA, or the payment will not be approved in our system. Vendor may have to manually adjust their invoices to match contract unit of measure and bid.

Question 6

Accelerating Admixture) 1. Which one Chloride or non-chloride accelerators 2. Also being asked to bid by the oz, computer can only bill by the CY is this a problem?

Answer 6

- 1) Chloride/non-chloride accelerators are no longer listed as contract items. Accelerating admixtures must be an approved product from the Type C Accelerating Admixtures APL.
- 2) See response for #5 above.

Question 7

Type F Water Reducing, High range Admixtures) also being asked to bid by the oz, computer will only bill by the CY.

Answer 7

See response for #5 above.

Question 8

Fiber, per pound in a CY mix design) which type of fiber are you asking for Type M or Type F? this also is normally billed per CY.

Answer 8

The Contract Specifications are not specific as to what type of fiber. Fiber shall be in accordance with the Standard Specifications and Supplemental Specifications unless directed otherwise by the WVDOH at the time order.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2400000064

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AB&L Concrete & Supply, Inc.

Company

Walter V Bush, CFO

Authorized Signature

March 19, 2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



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

Proc Folder: 1386838			Reason for Modification:
Doc Description: Ready Mixed Cement Concrete & CLSM			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-07	2024-03-21 14:30	ARFQ 0803 DOT2400000064	1

BID RECEIVING LOCATION
PROCUREMENT DIVISION DIVISION OF HIGHWAYS BLDG 6 RM 340A 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

VENDOR
Vendor Customer Code: Vendor Name : Address : AB&L Concrete & Supply, Inc. Street : 57033 Ferry Landing Road City : Shadyside State : Ohio Country : USA Zip : 43947-9701 Principal Contact : William V. Busick, CFO Vendor Contact Phone: 740-671-9781 Extension:

FOR INFORMATION CONTACT THE BUYER
Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov

Vendor Signature X <i>William V Busick, CFO</i>	FEIN# 31-1710737	DATE 3-19-2024
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR READY MIXED CEMENT CONCRETE & CLSM PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@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
- * FAX 304-558-0047

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		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ready Mixed Cement Concrete & CLSM	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:

SEE ATTACHED PRICING PAGE - ATT A, FOR ACTUAL COST

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10am	2024-03-14

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

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

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

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday 3/14/2024 10am

Submit Questions to:

Dusty Smith

Email: dotprocurementtechques@wv.gov

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Ready Mixed Cement Concrete & CLSM

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2400000064

BID OPENING DATE: 03/21/2024

BID OPENING TIME: 2:30pm

FAX NUMBER: 304-558-0047

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

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

7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

8. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

9. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

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

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

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

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

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

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

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon award _____ and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

Other: See attached.

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

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: 1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

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

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

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

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

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

William V. Busick, CFO

(Printed Name and Title)

57033 Ferry Landing Road, Shadyside OH 43947-9701

(Address)

740-671-9781 / 740-671-9770

(Phone Number) / (Fax Number)

abl@ablconcrete.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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

AB&L Concrete & Supply, Inc.

(Company)


(Signature of Authorized Representative)

William V. Busick, CFO

(Printed Name and Title of Authorized Representative)

March 19, 2024

(Date)

740-671-9781 / 740-671-9770

(Phone Number) (Fax Number)

Revised 8/24/2023

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Ready Mixed Portland Cement Concrete and Controlled Low-Strength Material (CLSM), priced by county, for use throughout the state of West Virginia, including materials and delivery by the Vendor.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“AASHTO”** The American Association of State Highway and Transportation Officials is a standard-setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States; www.transportation.org.

 - 2.2 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.3 **“Air Entrained Concrete”** - Entrained air refers to microscopic air bubbles intentionally incorporated into concrete during mixing, usually by use of a surface-active agent.

 - 2.4 **“Approved Source,” “Approved Plant,” “Approved Product,” or “Approved Vendor”** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

 - 2.5 **“CLSM”** means Controlled Low-Strength Material.

 - 2.6 **“Contract Items”** – The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.7 **“Contractor” or “Vendor”** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM

the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- 2.8 “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/ADO.
- 2.9 “Emergency Work”** means work or orders 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 a representative of the WVDOH.
- 2.10 “FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.11 “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 in Section 6.5.1 of these Specifications.
- 2.12 “MP” and/or “MCS&T”** means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.13 “Pricing Pages”** - means the pages, contained in wvOASIS, or attached hereto as Attachment (ATT A) “Pricing Page”, upon which Vendor should list its proposed price for the Contract Services and will be used to evaluate the solicitation responses.
- 2.14 “Solicitation”** - means the notice of an opportunity to supply the State of West Virginia with goods and/or services that is published by the Purchasing Division.
- 2.15 “Source Plant Information” or “ATT B”** – The form which provides the Vendor’s source plant locations and plant certification status.
- 2.16 “Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications,

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM

Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

2.17 “WVDOH” or “Agency” – means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 Standard Specifications Roads and Bridges: The following Standard Specs Sections shall apply, as applicable, 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 to, but are not limited to, the requirements of Sections 219, and 501, 502, 601, and 707, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from the Technical Support Division by completing the Specification Order Form provided within the website.

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items are listed on the Pricing Pages, Attachment A (ATT A), and must meet or exceed the mandatory requirements as shown 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 CLSM: CLSM Type A, CLSM Type B and CLSM Type C must meet all requirements of Section 219 of the Standard Specs, as amended.

3.2.2.1 CLSM Type B – Modified Pipe Slurry shall be a horizontal flow mix designed primarily for use as pipe liner grout. CLSM Type B - Modified Pipe Slurry shall consist of the following materials, per Cubic Yard:

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM

CLSM TYPE B- MODIFIED PIPE SLURRY	
Air Entrained Admixture	16.5 oz.
Fine Aggregate: River Sand	300 lb.
Flyash	1350 lb.
Portland Cement	300 lb.
Water	105.2 gal.

3.2.3 Approved Plant: Vendors must source an MCS&T approved source plant from the Portland Cement Concrete (PCC) Plant Evaluation list, as amended. Any plant meeting the established level of quality may be added to the PCC Plant Evaluation list per the approval procedures found in MP 601.05.50, as amended.

https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

3.2.4 Quality Assurance and Quality Control of Portland Cement: The Vendor shall conduct all tests required to be performed at the approved plant. Any job site testing shall be performed according to the Standard Specs. Vendor shall maintain equipment and qualified personnel, including at least one approved 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. The Vendor must meet the temperature requirements as set forth in the Standard Specs, as amended. MCS&T Division and District personnel shall also inspect and evaluate concrete plants and equipment and provide documentation per MP 601.05.50. and/or 601.03.50, as applicable.

3.2.4.1 MP 601.05.50 - Quality Assurance Procedures for Portland Cement Concrete, can be referenced at:

<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

3.2.4.2 MP 601.03.50 - Guide for Quality Control and Acceptance Requirements for Portland Cement Concrete, can be referenced at:

<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

3.2.5 Transportation of Materials: The Agency designee will calculate the mileage distance utilizing “Google Maps” or a similar source for routing from the Vendor’s plant location to the Agency job site. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or other road restrictions.

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The cost of materials per cubic yard shall include haul up to 5 miles within the bid price.

3.2.5.1 Additional Haul: Additional Haul is to be charged for distances exceeding five (5) miles. Haul shall be one way and measured per loaded mile from Vendor's source plant to the WVDOH project site, for the portion of the haul which exceeds five (5) miles. Vendor shall use suitable routes selected by the Agency District Engineer. All such chosen routes shall have acceptable load limits for both roads and bridges.

3.2.6 Penalty Charge per Truck: WVDOH should have the site prepared and ready to receive materials delivered by Vendor in advance of the vendors arrival. Upon arrival at the WVDOH project site, Vendor shall allow for 10 minutes per cubic yard of material unloaded at the project site, minus any time spent setting up the vendor's truck or chute for pouring of material. If there are delays caused by WVDOH requiring the vendor to remain at the WVDOH project site beyond this timeframe, the vendor may assess Penalty Charge per Truck for each minute delayed.

3.2.7 Concrete Additives & Admixtures:

3.2.7.1 Air-Entrainment: All concrete shall be air entrained. The cost of air entraining shall be included in the Unit Bid Price of the concrete bid. **No additional charge for air entraining agent will be allowed under Admixture.** Reference Standard Spec Section 601, as amended.

3.2.7.2 Accelerating Admixtures: Vendor shall be required to use an approved product from the Type C Accelerating Admixtures from the Approved Products List 707.013.001.

3.2.7.3 Type G Water Reducing, High Range and Retarding Admixtures: Vendor shall be required to use an approved type G product from the Approved Products List 707.002.001 - Type B, D and G: Water-Reducing, Retarding, and Hydration Control Stabilizing Admixtures.

3.2.7.4 Type F Water Reducing, High Range Admixtures: Vendor shall be required to use an approved product from the Type F Water Reducing Admixtures for Concrete Approved Products List 707.003.001 - Type A and F: Water-Reducing Admixtures.

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3.2.7.5 Contract Items 53-57 are components of a cubic yard mix design and added as ounces per 100 pounds of cementitious material.

3.2.7.6 Calcium Chloride shall be at the rate prescribed by the admixture manufacturer of Calcium Chloride of cementitious materials, or as directed by the District Engineer or their designee on the ADO. Calcium Chloride shall not be used with steel reinforcement.

3.2.7.7 Non-Calcium Chloride shall be at the rate prescribed by the admixture manufacturer of Non-Calcium Chloride of cementitious materials, or as directed by the District Engineer or their designee on the ADO.

3.2.8 Emergency Work: Emergency work as ordered by WVDOH District Engineer, or their designee is work that shall be initiated within 48 hours from when the request is received by the vendor. The determination of emergency work will be in accordance with Section 2.9 of this Solicitation and prominently noted on ADO. Designated emergency projects will be paid at 1.50 times the vendor's bid price.

4. CONTRACT AWARD:

4.1 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 Contract Items bid which meet all mandatory requirements of this Contract, including Vendors whose plants are pending MCS&T approval. For plants pending approval, no ADO shall be issued for Contract Items until the plant has become approved by MCS&T.

4.1.1 Determining Low Bid Per Project: To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects, including additional haul costs from the Vendors nearest approved plant location to the WVDOH project site. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

4.2 Pricing Pages, ATT A: Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all

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equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all Contract Items, as well as any or all counties. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. No future use of the Contract or any individual item is guaranteed or implied.

- 4.2.1** Vendor shall provide item pricing and source plant name and location, by county, on ATT A. **Failure to provide the source plant location on ATT A will result in the disqualification of the bid.** Vendor shall mark with an "X" the counties that correspond with the source plant bid prices on this page. If Vendor has varied pricing per county or plant, Vendor shall complete a separate set of ATT A for each county/plant pricing set.
- 4.2.2** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: DOTProcurement@wv.gov.
- 4.2.3** Changing a column or row description, Contract Item description, or unit of measure on the **ATT A**, shall result in the disqualification of Contract Item bid on the altered line. Submitting Pricing Pages other than those provided with this solicitation, as described within this section, shall result in the disqualification of Vendor's bid in its entirety. Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.
- 4.3 Source Plant Location, ATT B:** Vendor shall complete ATT B, in its entirety, including information for all source plants bid on ATT A and shall list the P/S Code from the MCS&T PCC Plant Evaluation List. **Failure to complete and submit ATT B with bid submission will result in the disqualification of the entire bid.**
- 4.4 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain

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in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

4.5 Cooperative Contracting: The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

4.6 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.7.A.

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

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

Where: Pa = Price Adjustment

Mbp = Monthly base price at time of placement

Cbp = Contract Base Price at time of bidding

C = Cost Adjustment Factors per Unit, as per Figure 4.7.A

Q = ‘As Constructed’ Quantity

FIGURE 4.7.A

Description	Factor	Unit	Applicable Item
Concrete Production (0.28) + Haul up to 5 miles (0.48)	0.76	Cubic Yard	Contract Items 1 through 48
Concrete Haul 5 miles and over (0.444)	0.444	Loaded Mile	Contract Item 49

The bidding index will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for March 2024. Contract Base Price at time of bid will be based on March 2024.

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

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5. ORDERING AND PAYMENT:

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

5.1 Agency Delivery Order (“ADO”): District personnel must issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to “Final”, prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. Emergencies shall be prominently noted on the ADO. **Verbal communication with the vendor is not considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

5.1.1 Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon work start date on the ADO to allow Vendor to mobilize and begin work.

5.2 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card 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 shall accept the State of West Virginia’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 WVDOH’s discretion.

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6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO's and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADO/Revisions within five (5) days of the order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from another low bid Vendor or proceed with an emergency purchase from the open market.
- 6.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.
- 6.3 Delivery Time:** In accordance with Section 5 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delays to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.**
- 6.4 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 WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.1 of this Contract Solicitation.

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6.5 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor 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 WVDOH's written ADO/Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the WVDOT Budget & Procurement Division.

6.5.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1
Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

6.5.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or Acts of God. The Agency

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shall not be liable for damage to or loss of any Vendor equipment.

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

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 6.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract specifications or 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 WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed 20 calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.

- 6.8 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items 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 and reimburse Agency for delivery expenses. 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.

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- 6.9 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 deemed 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.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more ADO's issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

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8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 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.
- 8.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: William V. Busick, CFO
Telephone Number: 740-671-9781
Fax Number: 740-671-9776
Email Address: ABL@ABLCONCRETE.COM

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

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ATTACHMENT A PRICING PAGE (ATT A)

Vendor Instructions: Vendor shall mark with an "X" beside the counties that correspond with the Source Plant(s) bid prices on this page. If Vendor has varied pricing per county or per plant, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set or each plant's pricing. **Failure to include ATT A and ATT B will result in the disqualification of the affected bid.**

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

Vendor Name: _____

Source Plant Name & Location(s): _____

District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
<input type="checkbox"/> Boone	<input type="checkbox"/> Cabell	<input type="checkbox"/> Calhoun	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Berkeley	<input type="checkbox"/> Brooke	<input type="checkbox"/> Barbour	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Fayette	<input type="checkbox"/> McDowell
<input type="checkbox"/> Clay	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Jackson	<input type="checkbox"/> Harrison	<input type="checkbox"/> Grant	<input type="checkbox"/> Hancock	<input type="checkbox"/> Braxton	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Mercer
<input type="checkbox"/> Kanawha	<input type="checkbox"/> Logan	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Marion	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Marshall	<input type="checkbox"/> Gilmer	<input type="checkbox"/> Randolph	<input type="checkbox"/> Monroe	<input type="checkbox"/> Raleigh
<input type="checkbox"/> Mason	<input type="checkbox"/> Mingo	<input type="checkbox"/> Ritchie	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Hardy	<input type="checkbox"/> Ohio	<input type="checkbox"/> Lewis	<input type="checkbox"/> Tucker	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Summers
<input type="checkbox"/> Putnam	<input type="checkbox"/> Wayne	<input type="checkbox"/> Roane	<input type="checkbox"/> Preston	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Tyler	<input type="checkbox"/> Upshur		<input type="checkbox"/> Summers	<input type="checkbox"/> Wyoming
		<input type="checkbox"/> Wirt	<input type="checkbox"/> Taylor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Wetzell	<input type="checkbox"/> Webster			
		<input type="checkbox"/> Wood		<input type="checkbox"/> Morgan					

* Contract Items 1-48 Includes materials plus delivery within 5 miles of Supplier Plant Location

** Contract Items 53-57 are components of a CY mix design added as oz. per 100# of cementitious material.

Contract Item #	Contract Item Description	Unit of Measure	Size of Project	List Price
1			2-2.99	
2	Class A Concrete*	CY	3-3.99	
3			4-4.99	
4			5 or more	
5			2-2.99	
6	Class B Concrete*	CY	3-3.99	
7			4-4.99	
8			5 or more	
9			2-2.99	
10	Class C Concrete*	CY	3-3.99	
11			4-4.99	
12			5 or more	
13			2-2.99	
14	Class D Concrete*	CY	3-3.99	
15			4-4.99	
16			5 or more	
17			2-2.99	
18	Class DC Concrete*	CY	3-3.99	
19			4-4.99	
20			5 or more	
21			2-2.99	
22	Class H Concrete*	CY	3-3.99	
23			4-4.99	
24			5 or more	
25			2-2.99	
26	Class K Concrete*	CY	3-3.99	
27			4-4.99	
28			5 or more	
29			2-2.99	
30	Mod Class K Concrete*	CY	3-3.99	
31			4-4.99	
32			5 or more	
33			2-2.99	
34	CLSM Type A*	CY	3-3.99	
35			4-4.99	
36			5 or more	
37			2-2.99	
38	CLSM Type B*	CY	3-3.99	
39			4-4.99	
40			5 or more	
41			2-2.99	
42	CLSM Type B* - Modified Pipe Slurry	CY	3-3.99	
43			4-4.99	
44			5 or more	
45			2-2.99	
46	CLSM Type C*	CY	3-3.99	
47			4-4.99	
48			5 or more	
49			Additional Haul per Loaded Truck over 5 miles	Mile
50	Penalty Charge per truck, each minute	Minute	-----	
51	Class B using Silica Sand	CY	-----	
52	Increased cement in pounds of a CY Mix Design	LB	-----	
53	Water-reducing set retarder **	OZ	-----	
54	Water reducer **	OZ	-----	
55	Accelerating Admixtures **	OZ	-----	
56	Type G Water Reducing, High Range and Retarding Admixtures **	OZ	-----	
57	Type F Water Reducing, High Range Admixtures **	OZ	-----	
58	Fiber, per pound in a CY mix design	LB	-----	
59	Heated Concrete	CY	-----	
60	Ice	LB	-----	

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Source Plant Information - Attachment B (ATT B)**

Vendor Name: _____

Vendor Instructions: ATT B must be submitted at the time of bid and shall correspond with the source plants listed on the Pricing Pages, ATT A. ATT B must be completed in its entirety. **Failure to submit ATT B at the time of bid will result in the disqualification of the entire bid.**

Plant Name	Plant Location (911 Physical Address)	Plant Approval Status (mark one)	MCS&T Approval (P/S) Code
1		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
2		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
3		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
4		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
5		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
6		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
7		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
8		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
9		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
10		<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	

Vendor Instructions: Vendor shall mark with an "X" beside the counties that correspond with the Source Plant(s) bid prices on this page. If Vendor has varied pricing per county or per plant, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set or each plant's pricing. **Failure to include ATT A and ATT B will result in the disqualification of the affected bid.**

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

Vendor Name: AB&L Concrete & Supply, Inc.

Source Plant Name & Location(s): 57033 Ferry Landing Road
Shadyside, OH 43947
ABL 1.011.601

<input type="checkbox"/> Boone	<input type="checkbox"/> Cabell	<input type="checkbox"/> Calhoun	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Berkeley	<input type="checkbox"/> Brooke	<input type="checkbox"/> Barbour	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Fayette	<input type="checkbox"/> McDowell
<input type="checkbox"/> Clay	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Jackson	<input type="checkbox"/> Harrison	<input type="checkbox"/> Grant	<input type="checkbox"/> Hancock	<input type="checkbox"/> Braxton	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Mercer
<input type="checkbox"/> Kanawha	<input type="checkbox"/> Logan	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Marion	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Marshall	<input type="checkbox"/> Gilmer	<input type="checkbox"/> Randolph	<input type="checkbox"/> Monroe	<input type="checkbox"/> Raleigh
<input type="checkbox"/> Mason	<input type="checkbox"/> Mingo	<input type="checkbox"/> Ritchie	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Hardy	<input checked="" type="checkbox"/> Ohio	<input type="checkbox"/> Lewis	<input type="checkbox"/> Tucker	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Putnam	<input type="checkbox"/> Wayne	<input type="checkbox"/> Roane	<input type="checkbox"/> Preston	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Tyler	<input type="checkbox"/> Upshur	<input type="checkbox"/> Summers		
		<input type="checkbox"/> Wirt	<input type="checkbox"/> Taylor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Wetzel	<input type="checkbox"/> Webster			
		<input type="checkbox"/> Wood		<input type="checkbox"/> Morgan					

* Contract Items 1-48 Includes materials plus delivery within 5 miles of Supplier Plant Location

** Contract Items 53-57 are components of a CY mix design added as oz. per 100# of cementitious material.

Contract Item #	Contract Item Description	Unit of Measure	Size of Project	List Price
1	Class A Concrete*	CY	2-2.99	
2			3-3.99	
3			4-4.99	
4			5 or more	
5	Class B Concrete*	CY	2-2.99	\$415.00
6			3-3.99	\$350.00
7			4-4.99	\$285.00
8			5 or more	\$205.00
9	Class C Concrete*	CY	2-2.99	
10			3-3.99	
11			4-4.99	
12			5 or more	
13	Class D Concrete*	CY	2-2.99	
14			3-3.99	
15			4-4.99	
16			5 or more	
17	Class DC Concrete*	CY	2-2.99	
18			3-3.99	
19			4-4.99	
20			5 or more	
21	Class H Concrete*	CY	2-2.99	\$500.00
22			3-3.99	\$435.00
23			4-4.99	\$370.00
24			5 or more	\$285.00
25	Class K Concrete*	CY	2-2.99	
26			3-3.99	
27			4-4.99	
28			5 or more	
29	Mod Class K Concrete*	CY	2-2.99	\$430.00
30			3-3.99	\$360.00
31			4-4.99	\$290.00
32			5 or more	\$220.00
33	CLSM Type A*	CY	2-2.99	
34			3-3.99	
35			4-4.99	
36			5 or more	
37	CLSM Type B*	CY	2-2.99	\$370.00
38			3-3.99	\$300.00
39			4-4.99	\$245.00
40			5 or more	\$170.00
41	CLSM Type B* - Modified Pipe Slurry	CY	2-2.99	
42			3-3.99	
43			4-4.99	
44			5 or more	
45	CLSM Type C*	CY	2-2.99	\$395.00
46			3-3.99	\$330.00
47			4-4.99	\$260.00
48			5 or more	\$190.00
49	Additional Haul per Loaded Truck over 5 miles	Mile	-----	\$11.75
50	Penalty Charge per truck, each minute	Minute	-----	\$3.25
51	Class B using Silica Sand	CY	-----	
52	Increased cement in pounds of a CY Mix Design	LB	-----	\$0.18
53	Water-reducing set retarder **	OZ	-----	\$0.11
54	Water reducer **	OZ	-----	\$0.10
55	Accelerating Admixtures **	OZ	-----	\$0.14
56	Type G Water Reducing, High Range and Retarding Admixtures **	OZ	-----	
57	Type F Water Reducing, High Range Admixtures **	OZ	-----	\$0.16
58	Fiber, per pound in a CY mix design	LB	-----	\$9.50
59	Heated Concrete	CY	-----	\$8.00
60	Ice	LB	-----	\$2.00

Vendor Instructions: Vendor shall mark with an "X" beside the counties that correspond with the Source Plant(s) bid prices on this page. If Vendor has varied pricing per county or per plant, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set or each plant's pricing. **Failure to include ATT A and ATT B will result in the disqualification of the affected bid.**

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the contract specifications. Estimated quantities are not available.

Vendor Name: AB&L Concrete & Supply, Inc.

Source Plant Name & Location(s): 57033 Ferry Landing Road
Shadyside, OH 43947
ABL 1.011.601

<input type="checkbox"/> Boone	<input type="checkbox"/> Cabell	<input type="checkbox"/> Calhoun	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Berkeley	<input type="checkbox"/> Brooke	<input type="checkbox"/> Barbour	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Fayette	<input type="checkbox"/> McDowell
<input type="checkbox"/> Clay	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Jackson	<input type="checkbox"/> Harrison	<input type="checkbox"/> Grant	<input type="checkbox"/> Hancock	<input type="checkbox"/> Braxton	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Mercer
<input type="checkbox"/> Kanawha	<input type="checkbox"/> Logan	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Marion	<input type="checkbox"/> Hampshire	<input checked="" type="checkbox"/> Marshall	<input type="checkbox"/> Gilmer	<input type="checkbox"/> Randolph	<input type="checkbox"/> Monroe	<input type="checkbox"/> Raleigh
<input type="checkbox"/> Mason	<input type="checkbox"/> Mingo	<input type="checkbox"/> Ritchie	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Hardy	<input type="checkbox"/> Ohio	<input type="checkbox"/> Lewis	<input type="checkbox"/> Tucker	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Putnam	<input type="checkbox"/> Wayne	<input type="checkbox"/> Roane	<input type="checkbox"/> Preston	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Tyler	<input type="checkbox"/> Upshur	<input type="checkbox"/> Summers		
		<input type="checkbox"/> Wirt	<input type="checkbox"/> Taylor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Wetzel	<input type="checkbox"/> Webster			
		<input type="checkbox"/> Wood		<input type="checkbox"/> Morgan					

* Contract Items 1-48 Includes materials plus delivery within 5 miles of Supplier Plant Location

** Contract Items 53-57 are components of a CY mix design added as oz. per 100# of cementitious material.

Contract Item #	Contract Item Description	Unit of Measure	Size of Project	List Price
1	Class A Concrete*	CY	2-2.99	
2			3-3.99	
3			4-4.99	
4			5 or more	
5	Class B Concrete*	CY	2-2.99	\$395.00
6			3-3.99	\$330.00
7			4-4.99	\$265.00
8			5 or more	\$192.00
9	Class C Concrete*	CY	2-2.99	
10			3-3.99	
11			4-4.99	
12			5 or more	
13	Class D Concrete*	CY	2-2.99	
14			3-3.99	
15			4-4.99	
16			5 or more	
17	Class DC Concrete*	CY	2-2.99	
18			3-3.99	
19			4-4.99	
20			5 or more	
21	Class H Concrete*	CY	2-2.99	\$490.00
22			3-3.99	\$420.00
23			4-4.99	\$355.00
24			5 or more	\$280.00
25	Class K Concrete*	CY	2-2.99	\$405.00
26			3-3.99	\$335.00
27			4-4.99	\$270.00
28			5 or more	\$205.00
29	Mod Class K Concrete*	CY	2-2.99	
30			3-3.99	
31			4-4.99	
32			5 or more	
33	CLSM Type A*	CY	2-2.99	
34			3-3.99	
35			4-4.99	
36			5 or more	
37	CLSM Type B*	CY	2-2.99	\$355.00
38			3-3.99	\$285.00
39			4-4.99	\$225.00
40			5 or more	\$150.00
41	CLSM Type B* - Modified Pipe Slurry	CY	2-2.99	
42			3-3.99	
43			4-4.99	
44			5 or more	
45	CLSM Type C*	CY	2-2.99	\$380.00
46			3-3.99	\$310.00
47			4-4.99	\$240.00
48			5 or more	\$175.00
49	Additional Haul per Loaded Truck over 5 miles	Mile	-----	\$11.75
50	Penalty Charge per truck, each minute	Minute	-----	\$3.25
51	Class B using Silica Sand	CY	-----	
52	Increased cement in pounds of a CY Mix Design	LB	-----	\$0.18
53	Water-reducing set retarder **	OZ	-----	\$0.11
54	Water reducer **	OZ	-----	\$0.10
55	Accelerating Admixtures **	OZ	-----	\$0.14
56	Type G Water Reducing, High Range and Retarding Admixtures **	OZ	-----	
57	Type F Water Reducing, High Range Admixtures **	OZ	-----	\$0.16
58	Fiber, per pound in a CY mix design	LB	-----	\$9.50
59	Heated Concrete	CY	-----	\$8.00
60	Ice	LB	-----	\$2.00

**Ready Mixed Portland Cement Concrete and CLSM
Source Plant Information - Attachment B (ATT B)**

Vendor Name: AB&L Concrete & Supply, Inc.

Vendor Instructions: ATT B must be submitted at the time of bid and shall correspond with the source plants listed on the Pricing Pages, ATT A. ATT B must be completed in its entirety. **Failure to submit ATT B at the time of bid will result in the disqualification of the entire bid.**

	Plant Name	Plant Location (911 Physical Address)	Plant Approval Status (mark one)	MCS&T Approval (P/S) Code
1	AB&L Concrete & Supply, Inc.	57033 Ferry Landing Road, Shadyside, OH 43947	<input checked="" type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	ABL 1.01.601
2	Heidelberg Materials	Union Bridge, MD	<input checked="" type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	LPC2.01.701
3			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
4			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
5			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
6			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
7			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
8			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
9			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	
10			<input type="checkbox"/> Approved- Provide P/S Code -- <input type="checkbox"/> Not Approved/Pending	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/02/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2 22nd Street, Suite 200 Wheeling, WV 26003 304 232-0600	CONTACT NAME: Shelly R Kuttie
	PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Shelly.Kuttie@usi.com
INSURED AB&L Concrete & Supply, Inc. P. O. Box 128 Powhatan Point, OH 43942	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Indemnity Company 25658
	INSURER B : Travelers Property Cas. Co. of America 25674
	INSURER C : Travelers Indemnity Co of America Indian 25666
	INSURER D : Harbor Insurance Company Charter Oak Fire 36940
	INSURER E : Insurance Company 25615
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO5613B816IND24	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8103L1698052426G	01/04/2024	01/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0K2270252426	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB9J5411922426G	01/04/2024	01/04/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Poll			PEC003657912	01/10/2024	01/10/2025	\$2mil Prof/\$5mil Poll
E	Leased/Rented Boom/Overload			QT6609K688590COF24	01/04/2024	01/04/2025	\$600,000 Ded \$1,000/all else 2% / \$2,500 Cranes

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER State of West Virginia Budget & Procurement Division Of Highways Bldg. 5, RM A-317 1900 Kanawha Blvd E Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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