

State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUPPLIES FOR STORES TO BE SUPPLIED FOR SUPPLIES FOR SUPPL	AT THE RESERVENTION OF THE PROPERTY OF THE PRO
FINANCE & ADMINISTRATION	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS	Central Supply Conpeny of WV
BLDG 5, RM A-220	4923 Benedim Dr.
1900 KANAWHA BLVD E	Bridgeport, but 26339
CHARLESTON WV 25302	1 . 37
US .	304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X FEIN #
All offers subject to all terms and conditions contained in this solicitation FEIN#

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARFQ-001

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source pro	ovider/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor si	hould provide the Certified Plant Code.
Alta-Lewisburg Plant	is Plant currently certified:
17613 Midland Trail W	(YES) or NO
Crawley, WY 24931	Certified Plant Code: B219C
•	BMC1.05.601
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source pro	vider/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor sh	louid provide the Certified Plant Code.
	is Plant currently certified:
	YES or NO
Application of the second of t	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source pro-	vider/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor sh	ould provide the Certified Plant Code.
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
ACTUAL RESIDENCE SEXUAL CONTRACTOR OF THE PARTY OF THE PA	
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested	is HE-122. If a Vendor is bidding an
equal to product, the name and any product identification numbers shall t	be listed below.
NO BID	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand reque	sted is Darex Set. If a Vendor is bidding
an equal to product, the name and any product identification numbers sha	<u>all</u> be listed below.
Master Set AC 534 - Pozzolith NC534	
	No.
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a	Vendor is bidding an equal to product,
and the state of t	
he name and any product identification numbers shall be listed below.	
he name and any product identification numbers shall be listed below. Master Rheobuild 1000 - BASF Rheobuild 7500	

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

ADDITIONAL INFORMATION: 2500s

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VARIOUS AGENCY LO AS INDICATED BY ORI		STATE OF WEST VIR VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999
US	39	us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

以及於西岸市內區的	ALLESS MARKETER DESIGNATION OF THE PORT OF THE PROPERTY OF THE	
Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-12-13

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

_				
Initial Contract Term:	This Contract	becomes effective on	award	and
extends for a period of _	one	year(s).		

Term Contract

X

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 ar 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of prica adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

 http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

	Vendor	is	not	required	to	accept	the	State	\mathbf{of}	West	Virginia's	Purchasing	Card	as
pay	yment for	r al	l go	ods and s	erv	ices.						•		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - A 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

(Full Company Name) O Company of WW
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) Lowther Ocentratsupplywr. Can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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 acknowled necessary revisions to my proposal, pla	ge receipt of the following addenda and have made the ns and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal reprediscussion held between Vendor's repredinformation issued in writing and added	receipt of addenda may be cause for rejection of this bid. I resentation made or assumed to be made during any oral sentatives and any state personnel is not binding. Only the to the specifications by an official addendum is binding.
Central Supply Co	mpany of WV
Full Company Name	
Authorized Signature	
12/18/18	
INTE	

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor <u>shall</u> provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. <u>Vendor should not modify or add any information into the Column Headers</u>. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISOUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering Instructions

City, State, Zip Code:

Telephone:

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

	roper mailing and billi	ing information.	i, indicating ti	ne number of	books desire
Conti 1900 Build	pleted form by e-mail ract Administration Di Kanawha Boulevard ling Five, Room 840 leston, WV 25305		gov, or mail to	X	
Order Form	1:		/ \	V	
Delivery Me	thod (check one):	Pick-up 🛛	Mail □ (s&H	fees apply - see be	elow)
	thod (check one):	Invoice 🗆	Check (pay	yable to: WV Divis	sion of Highways
Number of Copies		Title		Price Each	Total
	2017 Standard Speci	ifications Roads and B	ridges	\$15.00	
	Supplemental Specif	ications, Latest Editio	h	\$5.00	
	* 1-9 Items		ng and Handli	ing (S&H) *	
		/	Total A	Amount Due	
NOTICE: The 26 Specif	017 Standard Specifications R Scations Webpage.	bads and Bridges and Supplem	ental Specification	s are available free	of charge on the
Customer In	formation:		\		
Company	Name:		\		
ATTENT	ION: /				
Street Ad	dress:				

For Office Use Only (Do not write in the space below)						
Order F	illed By:		Date:			
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e-mail:

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

SSI IBANICE	PROCEDURES

- 1,0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers AI, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class Al plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Cary L. Robson, Director Materials Control, Soils and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

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 SELOW. 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(les) must have ADDITIONAL INSURED provisions or be endersed. 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 rights to the certificate holder in fleu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerio Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B :: Liberty Insurance Corporation 42404 MSURER C: Liberty Mutual insurance Company 4923 Benedum Drive 23043 NSURER D Bridgeport, WV 26330 NSURER E : INSURER F: CERTIFICATE NUMBER: 43786474 COVERAGES 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 CLAIMS-MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 Separation of insured PERSONAL & ADVINJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE \$2,000,000 POLICY V PRO-PRODUCTS - COMP/OP AGG | \$2,000,000 OTHER: A **AUTOMOBILE LIABILITY** A52-C81-004095-128 9/1/2018 COMBINED SINGLE LIMIT 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-DWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS GNLY AS2-C81-054502-528 9/1/2018 9/1/2019 BODILY INJURY (Per accident) \$ Physical Damage only: PROPERTY DAMAGE (Par accident) s Comprehensive Ded \$10,000 Collision Ded \$10,000 s UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED REFENTIONS WORKERS COMPENSATION
AND EMPLOYERS LABILITY
ANY PROPRIETORY AND PROPRIETORY AN WA7-C8D-004095-028 9/1/2018 9/1/2019 / STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT \$1,000,000 N (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below
Excess Workers Compensation E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 WC7-C81-004095-018 9/1/2018 9/1/2019 E.L. DISEASE - POLICY LIMIT : \$1,000,000 C EW1-68N-025031-D18 9/1/2018 9/1/2019 Statutory \$750,000 & Employers Liability **Employers Liability** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more spans is required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 **AUTHORIZED REPRESENTATIVE** Valerie V Ruce Valerie Reece

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F.2 @ Gallipolis, OH	▼A-1	650.00
0 1	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	F1/25/2017	5/29/2018	Logan Concréte, Inc.≑ Madison Plant @ Madison,	В	553.44
0 1	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix Fr1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	E10/05/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	°A-1	650.00
02	CSC2.02.601	PACE 120 (*	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02:	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	08/28/2018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01.601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03 601	07/19/2018	1/19/2019	The Wells Group:F-3 @ Wayne, WV	A-1	650,00
02	TWG1.04.601	1805度16	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	7 .	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	#3#Z120#B	9/12/2018	Central Supply F-15 @ Pennsborg WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/15/2019	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/20 (8)	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	03/67/2018	9/7/2018	Cëntral Supply F-2 @ Westover, WV	§ B	754.51
05	DCX1.01.601	DATES ZETE	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1:@ Schert WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	为5/10/20 接	11/10/2017	Golden Triangle F-3 @ Chaster, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH 🕟	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
97	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	03/14/2018	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	03/2#2018	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	. B	650.00
08	FCC1.04.601	73/27/20 TE	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018-	11/29/2018	Central Supply F-9 @ Summersville, WV	- A-1	650.00
09	BMC1.05.601	12/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
. 09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	03/43/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	33/08/2013	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/	plant name and the 911 address
or the most recent physical street address, city and state. The Vendor should r	provide the Centilled Plant Code.
Beckley Plant	is Plant currently certified:
1707 N Sandbranch Rd	(YES) or NO
Mt Hope, WV 25880	Certified Plant Code: B219D
800	The state of the s
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/p	plant name and the 911 address
or the most recent physical street address, city and state. The Vendor should p	rovide the Certified Plant Code.
The state of the s	is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/p	lant name and the 911 address
or the most recent physical street address, city and state. The Vendor should p	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
	And the second s
	400 K - Vandarla bladke en
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-	122. If a vendor is blocking an
equal to product, the name and any product identification numbers shall be liste	ed Delow.
NO BID	
	B B B W J L LIJI
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is	Darex Set. It a vendor is bloding
an equal to product, the name and any product identification numbers shall be	IISIGO DOIOW.
Master Set AC 534 - Pozzolith NC534	San and the second second second
Market Ma	The second secon
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendo	r is bidding an equal to product,
the name and any product identification numbers shall be listed below.	
Master Rheobuild 1000 - BASF Rheobuild 7500	
	AND THE RESIDENCE OF THE PARTY



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date issued	Solicitation Closes Solicitation No		Solicitation No		Phase
2018-12-07	2018-12-20 13:30:00	ARFQ 0803	DOT1900000023	1	Final

FUENDING SCONE IS TO FEED AND THE			
FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Central Supply Company of WV 4923 Benedum Dr.
BLDG 5, RM A-220			4923 Benedum Dr.
1900 KANAWHA BLVD E		ž.	Bridgeport, WV 26330
CHARLESTON	WV	25302	priorgeport) were
us Í			304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

FEIN# 530407911

DATE 12/18/2018

Date Printed: Dec 07, 2818 Solicitation Number: DOT1900000023

Page: 1

FORM ID - WALDRO ADDO AND

ADDITIONAL SINE GRAATION AS A SAME ****NOTICE********

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-**PURCHASING AFFIDAVIT PRICING PAGES**

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VARIOUS AGENCY LO AS INDICATED BY OF		STATE OF WEST VIE VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA	· · · · · · · · · · · · · · · · · · ·	

Commodity Code	Manufacturer	Model #	Specification	
30111505				
1				

Extended Description

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

SCHOOL SON WHAT THE <u>Line</u> Event TECHNICAL QUESTIONS DUE AT 10AM Event Date 2018-12-13

FORM ID: WV-PRC-ARFQ-001 Date Printed: Dec 07, 2018 Solicitation Number: DOT19000000023 Page: 2

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term: This Contract becomes effective on _award	and
extends for a period ofone year(s).	

Term Contract

Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:	g
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.).
The apparent successful Vendor shall also furnish proof of any additional insurance requirement contained in the specifications prior to Contract award regardless of whether or not that insura requirement is listed above.	ents ince
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under Section entitled Licensing, of the General Terms and Conditions, the apparent successful Ven shall furnish proof of the following licenses, certifications, and/or permits prior to Contract awain a form acceptable to the Agency.	dor
The apparent successful Vendor shall also furnish proof of any additional licenses or certification contained in the specifications prior to Contract award regardless of whether or not the requirement is listed above.	ons hat
9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor sh comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance up request.	ion
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount for This clause shall in way be considered exclusive and shall not limit the State or Agency's right to pursue any oth available remedy.	of no ner
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation of that product or service, unless otherwise indicated, and signifies acceptance of the terms are conditions contained in the Solicitation unless otherwise indicated.	ict

- 12. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

 http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vend	or is	not	required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
payment	for al	l go	ods and s	erv	ices.								

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

01/510
Central Supply Company of WV
(Full Company Name) O Company of WW
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) low ther @centratsupply w. com
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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.

е

Acknowledgment: I hereby acknowledge re necessary revisions to my proposal, plans and	eceipt of the following addenda and have made the d/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	ved)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represent discussion held between Vendor's representati	of addenda may be cause for rejection of this bid. I ation made or assumed to be made during any oral tives and any state personnel is not binding. Only the e specifications by an official addendum is binding.
Central Supply Campore Full Gompany Name Authorized Signature 12/18/18 Date	any of WV

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- **3.2.5** Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions,

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form,
- 3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers shall be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract:
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

REQUEST FOR QUOTATION Ready Mixed Portland Cement Concrete And Controlled Low-Strength Material

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering Instructions:

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

along with proper mailing	ng and billing information.	g the mander of	DOOKS GESIIC
Contract Admini 1900 Kanawha E Building Five, R Charleston, WV	oom 840	to:	
Order Form: Delivery Method (check	one): Pick-up \(\square\) Mail \(\square\) (s	PH Consultation 1	-12
Payment Method (check		&H fees apply – see b (payable to: WV Divi	
Number of Copies	Title	Price Each	Total
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Supplemen	ntal Specifications Latest Edition	\$5.00	
	* 1-9 Items = \$5,00 10+ Items = \$10.00	dling (S&H) *	
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NOTICE: The 2017 Standard Sp Specifications Webpar Customer Information: Company Name: ATTENTION: Street Address: City, State, Zip Code Telephone:			of charge on the

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE
- 2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

PAGE 6 OF 12

Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers AI, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

IM-18

1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995

PAGE 12 OF 12

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018 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(les) 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 rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (AVC. No. Ext): E-MAIL ADDRESS: PRODUCER: Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 Valeria Raece (A/C, No): 513-867-3822 CMeCertProduction@liberlymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURED INSURER 8: Liberty Insurance Corporation Central Supply Company of WV 42404 MSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 INSURER D : MSURER E INSURER F: COVERAGES **CERTIFICATE NUMBER: 43786474** 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, TEM 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. ADOL SUBR TYPE OF INSURANCE POLICY EXP LTR POLICY NUMBER COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea OCCURRICE) \$2,000,000 CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included ✓ Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADVINJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERALAGGREGATE \$2,000,000 POLICY V PRO PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C61-004095-128 9/1/2018 9/1/2019 COMBINED SINGLE LIMIT \$2,000,000 ANY AUTO BODILY INJURY (Per person) S AS2-C81-054502-528 9/1/2018 9/1/2019 SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY BODILY INJURY (Per accident) s Physical Damage only: HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) AUTOS ONLY Comprehensive Ded \$10,000 S Collision Ded \$10,000 S UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE ŝ. DED. RETENTION'S WORKERS COMPENSATION AND EXPLOYERS LIABILITY WA7-C8D-004095-028 9/1/2018 9/1/2019 STATUTE All except OH, ND, WA, WY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000 Ņ N/A (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below WC7-C81-004095-018 9/1/2018 E.L. DISEASE - EA EMPLOYEE \$ 1,000:000 9/1/2019 E.L. DISEASE - POLICY LIMIT : \$ 1,000,000 C EW1-68N-025031-018 **Excess Workers Compensation** 9/1/2018 9/1/2019 & Employers Liability **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space to required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 **AUTHORIZED REPRESENTATIVE** Valera V Ruce

ACORD 25 (2016/03)

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Valerie Reece



West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01,601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca; WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	. A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F.7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	30 2912037	5/29/2018	Logan Concrete, Inc. Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
201	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	10/08/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	04/19/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017a	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	. В	650.00
02	LCC1.01.601	08/28/2018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1.01.601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	B	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	CONTRACTOR OF THE CONTRACTOR O	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	1805 E B6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @:Louisa KY	Ÿ (B) ↑	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	0403/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	B 3.5	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1 15.601	103/A 2/2018	9/12/2018	Central Supply F-15 @ Pennsboro: WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	A Comment of the Comm	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	62/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
03	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
A 40 60 .	J. Will Butter	03/07/2018	1 880 880 (11) W	and the state of t	\$ B ■	754.51
.04	CSC1.02.601 DCX1.01.601	0408/20 A	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B	650.00
05 05	FCC1.01.601	Conducted in the Conduction of	NO WASHINGTON THE C	and the control of the process of the control of th	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01:601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A -1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	n Ellen 20 FE	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019.	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Slipply F-5 @ Glenville WV	A-1	594.32
08	CSC1.03.601	osiit zon	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	(18) p = 201	9/27/2018	Fäirfax Concrete F-2 @ Oakland; MD	B	650.00
08	FCC1.04.601		9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville: WV	A-1	650.00
09	BMC1.05.601	1204/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
. 09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	OFFICE OF	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	108202	5/8/2018	Bavid Hill Conc. Inc. F-2 @ Mabscott, WV.	8	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

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State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUBMINISTERNISES TO BE SEEN TO			
FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Central Supply Company of WV
BLDG 5, RM A-220			4923 Benedim Dr.
1900 KANAWHA BLVD E		2	Bridgeport, buv 26330
CHARLESTON	WV		
us É			304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page

Page: 1

FORM ID : WV-PRC-ARFQ-001

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

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Line	Commodity Line Description	Qty	Unit issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				
1				

Extended Description

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

Line Event

TECHNICAL QUESTIO

Event TECHNICAL QUESTIONS DUE AT 10AM Event Date 2018-12-13

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WA

FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term:	This Contra	act becomes effective on	award	and
extends for a period of	one	vear(s).		

X

Term Contract

and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,

- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.
- DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the	State of West Virginia's Purc	hasing Card as
payment for all goods and services.		_

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

C 1/5-1. C 2111
Central supply Company of WV
Central Supply Company of WW (Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Ciamatama)
304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Amoil address) low ther Ocentratsupply w. con
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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.

necessary revisions to my proposal, plan	ns and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal reprediscussion held between Vendor's repre	receipt of addenda may be cause for rejection of this bid. I esentation made or assumed to be made during any oral sentatives and any state personnel is not binding. Only the to the specifications by an official addendum is binding.
Central Supply Ca, Full Company Name	mpany of WV
hay forth	· · · · · · · · · · · · · · · · · · ·
Authorized Signature	70

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - **3.2.2 Controlled Low-Strength Material (CLSM):** Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form,
- 3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham:
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

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

		/
Submit completed form by e-mail]	DOHSpecifications@wv	gov, or mail to:
Contract Administration Di	ivision	X \\ /
1900 Kanawha Boulevard I	East	/ \ \X
Building Five, Room 840		\wedge \wedge
Charleston, WV 25305		/
Building Five, Room 840	East	

Order Form:

Delivery Method (check one):

Pick-up

Mail □ (S&H fees apply - see below)

Payment Method (check one):

Invoice □

Check □ (payable to: WV Division of Highways)

Number of Copies	Title Pr	rice Each	Total
	2017 Standard Specifications Koads and Bridges	\$15.00	
	Supplemental Specifications, Latest Edition	\$5.00	
	Shipping and Handling	(S&H) *	
	* 1-9 Items = \$5.00 10+ Items = \$10.00		
	Total Am	ount Due	

NOTICE: The 2017 Standard Specifications Roads and Bridges and Supplemental Specifications are available free of charge on the Specifications Webpage.

Customer	Info	rmati	on:
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Company Name:

ATTENTION:

Street Address:

City, State, Zip Code:

Telephone:

1

Fax: e-mail:

For Of	fice Use Only (Do	not write in	the space belo	w)
Order Filled By:			Date:	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY ASS	URANCE	PROCEDI	JRES
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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE
- 2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al. A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class Al or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class Al or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

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 OF 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(les) must have ADDITIONAL INSURED provisions or be endersed. 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 rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER 8. Liberty Insurance Corporation 42404 MSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 INSURER D : Bridgeport, WV 26330 NSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER: 43786474** 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 CONTINUE 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. NAD WYD TYPE OF INSURANCE POLICY EFF LTR POLICY NUMBER COMMERCIAL GENERAL LIABILITY A٠ TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OGGURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS MADE / OCCUR \$250,000 XCU Coverage included Primary/Non-Contributory MED EXP (Any one person) \$ 50,000 Separation of insured. PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE \$2,000,000 POLICY V JECT PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C81-004095-128 COMBINED SINGLE LIMIT 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO SODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AS2-C81-054502-528 9/1/2018 9/1/2019 OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ Physical Damage only: HIRED AUTOS ONLY PROPERTY DAMAGE AUTOS ONLY Comprehensive Ded \$10,000 Collision Ded \$10,000 s UMBRELLA LIAB OCCUR **EACH OCCURRENCE** 5 EXCESS:LIAB CLAIMS-MADE AGGREGATE ŝ RETENTIONS DED ŝ WORKERS COMPENSATION AND EMPLOYERS LIABILITY WA7-C8D-004095-028 9/1/2018 9/1/2019 STATUTE AND EMPLOYERS LABILITY
ANYPROPHETORPASTURE/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below All except OH, ND, WA, WY E.L. EACH ACCIDENT Ŋ NIA \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 WC7-C81-004095-018 9/1/2018 9/1/2019 WI. MN EW1-88N-025031-018 E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 Excess Workers Compensation C 9/1/2018 9/1/2019 Statutory & Employers Liability NY **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Scheduse, may be ellected if more space in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Blda 5 AUTHORIZED REPRESENTATIVE Charleston, WV 25305 Valera & Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	. A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	a Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	71 29 72017	5/29/2018	Lögan Concrete, Inc Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	10/05/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1,03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	14/19/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/20172	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV:	В	650.00
02	LCC1.01.601	08/28/018	9/28/2018	Logan Concrete F-1 @ Logan, WV	B	606.99
02	TWG1.01.601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A1	650.00
02	TWG1.04.601	1805.0016	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	B	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @:Louisa, KY	/ (B	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1 15.601	#3#21201B	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/2020 68	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	03/07/2018	9/7/2018	Central Supply F-2 @ Westover, WV	(A) B	754.51
05	DCX1.01.601	041083 20012	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F _s 3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A -1	570.16
06	GTC1.03.601	D5/40/2017	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete; Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	03/E#20(B	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	03/2#20#	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	B	650.00
08	FCC1.04.601	03/2010 個	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	2/04/20/76	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	03/13/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Gentral Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	13/08/2012	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	8	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM

<u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

if a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source p or the most recent physical street address, city and state. The Vendor	rovider/plant name and the 911 address
Elkins Plant	lis Plant currently certified:
822 Parsons Rd	(YES) or NO
Elkins, WV 26241	Certified Plant Code: E0160
	(SC1:03.60)
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provide most recent physical street address, city and state. The Vendor state.	rovider/plant name and the 911 address should provide the Certified Plant Code.
The same of the sa	is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source proor the most recent physical street address, city and state. The Vendor states are stated to the vendor states are stated to the vendor states.	should provide the Certified Plant Code.
Of the most recent bulance shaet address, city and state. The verious	
	YES or NO
	Certified Plant Code:
CONTRACTOR (NO. 1997).	AND
Per Section 3.2.7,1 Calcium Chloride based accelerator brand requeste equal to product, the name and any product identification numbers ehal	d is HE-122. If a Vendor is bidding an I be listed below.
NO BID	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requant an equal to product, the name and any product identification numbers si	ested is Darex Set. If a Vendor is bidding hall be listed below.
Euclid Excel Guard 80	THE RESERVE OF THE PROPERTY OF
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a the name and any product identification numbers shall be listed below.	Vendor is bidding an equal to product,



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	-	Solid	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUBMETRUSPONSES TO C.	Value de la composition della
FINANCE & ADMINISTRATION	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS	Central Supply Company of WV
BLDG 5, RM A-220	4923 Benedim Dr.
1900 KANAWHA BLVD E	Bridgeport, WV 26330
1000L	
US	304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

FEIN#

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1800000023 Page

Page: 1

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

ADDITIONAL INFORMATIONS TO THE SECOND PROPERTY OF

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VARIOUS AGENCY LOC AS INDICATED BY ORD		STATE OF WEST VIR VARIOUS LOCATION	RGINIA S AS INDICATED BY ORDER
No City	W 99999	No City	WV 99999
US		us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505			-	
				1

Extended Description

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

SOUTH FORE		
Line	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE AT	2018-12-13
	10AM	

FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

_						
Initial	l Contract Term:	This Contract	becomes effective on	award	;	and
extend	ds for a period of _	one	year(s).			

M

Term Contract

and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

insu	INSURANCE: The apparent successful Vendor shall furnish proof of the following rance prior to Contract award and shall list the State as a certificate holder:
	Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
cont	apparent successful Vendor shall also furnish proof of any additional insurance requirements ained in the specifications prior to Contract award regardless of whether or not that insurance rement is listed above.
shall	LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the on entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor furnish proof of the following licenses, certifications, and/or permits prior to Contract award, form acceptable to the Agency.
conta	apparent successful Vendor shall also furnish proof of any additional licenses or certifications ined in the specifications prior to Contract award regardless of whether or not that rement is listed above.
comp	VORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall by with laws relating to workers compensation, shall maintain workers' compensation ance when required, and shall furnish proof of workers' compensation insurance upon st.
10.	LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of for This clause shall in no
way l availa	for This clause shall in no be considered exclusive and shall not limit the State or Agency's right to pursue any other able remedy.
or ser	ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, tutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product vice proposed by vendor meets the mandatory requirements contained in the Solicitation for product or service, unless otherwise indicated, and signifies acceptance of the terms and tions contained in the Solicitation unless otherwise indicated.

- 12. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

 http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

	Vendor is	not	required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
pay	ment for a	ll go	ods and s	erv	ices.						_		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

Cartal Supply Con Call
(Full Company Name) O Company of WW
(Tun Company Name)
Thuy Hove
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) 1 owther @centratsupplyw. can
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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 acknowle necessary revisions to my proposal, pla	dge receipt of the following addenda and have made the ans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal rep discussion held between Vendor's repre-	receipt of addenda may be cause for rejection of this bid. I resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only the I to the specifications by an official addendum is binding.
Central Supply Conful Company Name Pull Company Name Authorized Signature	empany of WV
Date /2/18/18	

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - **3.2.2 Controlled Low-Strength Material (CLSM):** Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract,
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 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.
- Vendor Supply: Vendor must carry sufficient inventory of the Contract Items 10.2 being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering	Instructions:
Othering	TWOLL OCTIONS.

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

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- 1.3 Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE
- 2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavernents, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018 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(les) 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 rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerio Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B. Liberty Insurance Corporation 42404 MSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 NSURER D NSURER E: INSURER F COVERAGES **CERTIFICATE NUMBER: 43786474 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. MAD WYD TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY A TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURREN \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occumence) CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) s 50,000 ✓ Separation of Insured. PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER. GENERALAGGREGATE \$2,000,000 POLICY / PRO PRODUCTS - COMPYOP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY AS2-C81-004095-128 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED AUTOS ONLY AS2-C81-054502-528 9/1/2018 9/1/2019 BODILY INJURY (Per accident) Physical Damage only: S PROPERTY DAMAGE (Per accident) AUTOS ONLY Comprehensive Ded \$10,000 5 Collision Ded \$10,000 S **UMBRELLA LIAB** OCCUR EACH OCCURRENCE EXCESS:LIAB CLAIMS-NADE AGGREGATE s DED RETENTIONS WORKERS COMPENSATION WA7-C8D-004095-028 9/1/2018 9/1/2019 AND EMPLOYERS LIABILITY
ANYROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED? STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT N \$1,000,000 OFFICERMEMBER EXCLUDED?
(Mandatory in MH)
If yes, describe united
DESCRIPTION OF OPERATIONS below
Excess Workers Compensation E.L. DISEASE - EA EMPLOYEE WC7-C81-004095-018 9/1/2018 9/1/2019 1.000.000 E.L. DISEASE - POLICY LIMIT \$1,000,000 EW1-68N-025031-018 9/1/2018 9/1/2019 NY WC Statutory & Employers Liability NY **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if inpresents in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPINATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Blda 5 Charleston, WV 25305 AUTHORIZED REPRESENTATIVE Valera V Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01,601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	11/25/2017	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison,	B	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
201	RRM1.01.601	09/24/2018	3/24/2019.	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	0/0/5/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	°'A-1	650.00
02	CSC2.02.601	DAMERIZO(TA	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	. B	650.00
02	LCC1.01.601	08/285018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01.601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	₿.	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	作的5度的6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa KY	B	650.00
02	WRM1.01.601	05/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	104/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	83/N2/2018	9/12/2018	Central Supply F-15 @ Pennsboro, WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	被3/18/20個	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/20 18	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	03/07/2018	9/7/2018	Central Supply F-2 @ Westover, WV	҈ B	754.51
05	DCX1.01.601	paintizien	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A -1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	106/40/2012	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
.07	CSC1:05.601	09/18/2018	3/18/2019	Gentral Supply F-5 @ Glenville WV	A-1	594.32
08	CSC1.03.601	03/14/0/6	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	(8)p=2(0)	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601	Telle a service	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	32/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	0814812018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	41/15/2018	Gentral Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	F1032078	5/8/2018	David Hill Conc. Inc. F-2. @ Mabscott, WV.		650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

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State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description :6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	ARFQ 0803 DOT1900000023		1	Final

SUBMIT RESPONSES TO Vendor Name, Address and Telephone Central Supply Conpeny of WV 4923 Benedum Dr. Bridgeport, WV 26339 **FINANCE & ADMINISTRATION** DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US [

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

550402911 FEIN#

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

****NOTICE********

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				
1				

Extended Description

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

SCHEDING	TOMBUS CONTRACTOR		
<u>Line</u>	Event	Event Date	
1	TECHNICAL QUESTIONS DUE AT	2018-12-13	
	10AM		

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WV-PRC-ARFQ-001

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	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

_				
Initial Contract Term:	This Contract	becomes effective on	award	 and
extends for a period of _	one	year(s).		

M

Term Contract

And the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for . 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Ш٧	endor	is n	ot required	to	accept	the	State	of	West	Virginia's	s P	urchasing	Card	as
payn	ent for	r all į	goods and a	serv	ices.									

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids.
 - b. Solicitation and any documents required by the Solicitation,
 - Bid or Proposal.
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

C 1 15 1. C D. 111
(Full Company Name) O Company of WV
(Full Company Name)
Brug Hovel
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory)
504-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) low ther Ocentral supply w. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:_

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 r necessary revisions to my proposal, plans an	eceipt of the following addenda and have made the ad/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum recei	ved)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represent discussion held between Vendor's representa	pt of addenda may be cause for rejection of this bid. I tation made or assumed to be made during any oral atives and any state personnel is not binding. Only the e specifications by an official addendum is binding.
Central Supply Camp Full Company Name Authorized Signature 12/18/18	any of WV
Date	11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor <u>shall</u> provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding:
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham:
 - 8.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - **8.2.3** otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 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.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 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: Brady Lowther



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering	Instructions:
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

CHALITY	ASSHRANCE	PROCEDURES
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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers AI, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

IM-18 1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995 PAGE 11 OF 12

When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

IM-18

1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995

PAGE 12 OF 12

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

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(les) must have Additional Insured provisions or be endorsed.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (les) 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Waisau, WI 54401

Wausau, WI 54401

WWW.LibertyMutual.com

INSURER S. CMCCerteroduction@libertymutual.com

INSURER S. Liberty Mutual Fire Insurance Company 23035

INSURER S. Liberty Insurance Company 23043

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	✓ Separation of Insured				ļ	MED EXP (Any one person)	\$50,000	
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Valerie Reece



West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	.∞A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	11/29/2017	5/29/2018	Logan Concrete, Inc. Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix Fri @ Winfield, WV	A-2	758.03
01	RRM1.02.601	B0/08/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	*A-1	650.00
02	CSC2.02.601	04/28/20(76	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	03/28/2019	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1.01.601	15/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	B	650.00
02	TWG1.02.601	03/26/2018/	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	(105 20 16	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	B B	650.00
02	WRM1.01.601	05/07/2047	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1 15.601	B3//2/2018	9/12/2018	Central Supply F-15 @ Pennsboro: WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/13/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3:@ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	103/07/2018		Central Supply F.2 @ Westover, WV	B 8	754.51
05	DCX1.01.601	DATE TO THE	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1.01.601	COME SOUR TAKEN OF	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	. A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
08	GTC1.03.601	105/40/2019	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1.	650.00
06	WIC1.01.601	103/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601		9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
.08	FCC1.02.601	(18)/-/201	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601		9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville: WV	A-1	650.00
09	BMC1.05.601	\$1210.1120.Vs	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601		9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	23/08/2012	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	В В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00
10	OLVINE L'OLLOOL	55/01/2010	OFFICE	Antier translation for managed to		

INFORMATION ATTACHMENT FORM Mandatory - Vendor shall complete this form and return with bid submission. Ready Mix Concrete and CLSM

if a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location, bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Glenville Plant	dor should provide the Certified Plant Code. Its Plant currently certified:
91 Lynch Rd	(YES) or NO
Glenville, WV 26351	Certified Plant Code: G179A
	C5C .05.60
Per Section 3.2.3 Certified Plant, the Vendor <u>shall</u> provide the source or the most recent physical street address, city and state. The Vend	or should provide the Certified Plant Code.
	is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor <u>shall</u> provide the source or the most recent physical street address, city and state. The Vendor	or should provide the Certifled Plant Code.
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
er Section 3.2.7.1 Calcium Chloride based accelerator brand reques	
NOBID	
er Section 3.2.7.2 Non-Calcium Chloride based accelerator brand re n equal to product, the name and any product identification numbers Ruclid Excel Guard 80	quested is Darex Set. If a Vendor is bidding shall be listed below.
Pidcita Excel Gastra 90	



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUBMITRESHONSESHOUSE VIEL (b) or Vendor Name, Address and Telephone **FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS** BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON w 25302 US

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARFQ-001

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

ADDITIONAL TINECRMATION A LINE

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Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

Line Event Event Date
1 TECHNICAL QUESTIONS DUE AT 10AM 2018-12-13

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term:	This Contract	becomes effective on	award	and
extends for a period of	one	year(s).		

Term Contract

X

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.	
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within	
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 calendar year.	
Other: See attached.	
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.	
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the folionsurance prior to Contract award and shall list the State as a certificate holder:	lowing
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.	more.
The apparent successful Vendor shall also furnish proof of any additional insurance requirement in the specifications prior to Contract award regardless of whether or not that i requirement is listed above.	iirements nsurance
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required a Section entitled Licensing, of the General Terms and Conditions, the apparent successful shall furnish proof of the following licenses, certifications, and/or permits prior to Contraction a form acceptable to the Agency.	1 Vendor
The apparent successful Vendor shall also furnish proof of any additional licenses or certicontained in the specifications prior to Contract award regardless of whether or nequirement is listed above.	fications ot that
9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vende comply with laws relating to workers compensation, shall maintain workers' compensurance when required, and shall furnish proof of workers' compensation insurance request.	encation
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the ame for This clause shaway be considered exclusive and shall not limit the State or Agency's right to pursue are available remedy.	ount of all in no ny other
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the or service proposed by vendor meets the mandatory requirements contained in the Solicitat that product or service, unless otherwise indicated, and signifies acceptance of the terconditions contained in the Solicitation unless otherwise indicated.	product

- 12. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.
- DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Ve	ndor is	not	required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
payme	nt for a	ll go	ods and s	erv	ices.						•		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

01/5/0
(Full Company Name) O Company of WW
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
507-516-551/
(Phone Number)
304-592-7120
(Fax Number)
(Finail address) lowther Ocentratsupply w. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

necessary revisions to my proposal, plans an	d/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum recei	ved)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represent discussion held between Vendor's representa	pt of addenda may be cause for rejection of this bid. Itation made or assumed to be made during any oral tives and any state personnel is not binding. Only the especifications by an official addendum is binding.
Central Supply Camp Full Company Name Authorized Signature	any of WV

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - **3.2.2 Controlled Low-Strength Material (CLSM):** Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- **3.2.4** Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISOUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract:
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering	Instructions:

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

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Order Form	ı :			V	
Delivery Met	thod (check one):	Pick-up 🖸	Mail □ (S&H	fees apply - see b	elow)
Payment Met	thod (check one):	Invoice 🗆	Check (pay	able to: WV Divi	sion of Highways)
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		fications Roads and B		\$15.00	
	Supplemental Specifi	cations, Latest Editio		\$5.00	
			ng and Handli	ing (S&H) *	
	* 1-9 Items	= \$5,00 10+ Items = \$10.			
		/		Amount Due	
NOTICE: The 26	017 Standard Specifications Re Scations Webpage.	ads and Bridges and Supplem	ental Specification	s are available free	of charge on the
Customer In	formation:				
Company	Name:		/		
ATTENT	ION:				
Street Ad	dress:				
City, Stat	e, Zip Code:				
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class Al or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995

PAGE 12 OF 12

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

dary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

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 ACTER 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(las) must have ADDITIONAL INSURED provisions or be endersed. 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 rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS 513-867-3822 FAX (A/C, No): CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED INSURER B.: Liberty Insurance Corporation Central Supply Company of WV 42404 INSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 NBURER D Bridgeport, WV 26330 NSURER E INSURER F : COVERAGES CERTIFICATE NUMBER: 43786474 **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. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 97172019 EACH OCCURRENCE DAMAGE TO RENYED PREMISES (Ea OCCURRICE) \$2,000,000 CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of insured PERSONAL & ADV INJURY \$2,000,000 GEN'L AGOREGATE LIMIT APPLIES PER. GENERAL AGGREGATE \$2,000,000 POLICY / PRO roc PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: A **AUTOMOBILE LIABILITY** AS2-C81-004095-128 COMBINED SINGLE LIMIT 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY AS2-C81-054502-528 9/1/2018 9/1/2019 OWNED AUTOS ONLY BODILY INJURY (Per accident) Physical Damage only: ŝ HIRED AUTOS ONLY PROPERTY DAMAGE Comprehensive Ded \$10,000 S Collision Ded \$10,000 s UNBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTIONS DED. WORKERS COMPENSATION
AND EMPLOYERS MABILITY
ANYPROPHIETORIPANTNEHEXECUTIVE
OFFICERIMEMBER EXCLUDED? WA7-C8D-004095-028 9/1/2018 9/1/2019 STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT Ŋ \$1,000,000 OFFIGERMENT (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 WC7-C81-004095-018 9/1/2018 9/1/2019 It yes, describe under DESCRIPTION OF OPERATIONS below Excess Workers Compensation WI, MN E.L. DISBASE - POLICY LIMIT : \$1,000,000 ·C EW1-68N-025031-018 9/1/2018 9/1/2019 NY WC Statutory & Employers Liability **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more status in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 **AUTHORIZED REPRESENTATIVE** Valina & Ruce

ACORD 25 (2016/03)

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Valerie Reece



West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	∞A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A- 1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	1109/2017	5/29/2018	Logan Concrete, Inc.⊬ Madison Plant @ Madison,	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
≥ 01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	0/05/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
.01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	04/48/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	08/28/2018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01.601	03/26/2018	9/26/2018	The Wells Group F.1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group: F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	1905度16	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	7 (B	650.00
02	WRM1.01.601	05/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	(PS/#2/2018)	9/12/2018	Central Supply F-15 @ Pennsboro WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2019	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/20/18	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	0307/2018	9/7/2018	Central Supply F-2 @ Westover, WV) B	754.51
05	DCX1.01.601	0408/2018	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1:@ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01:601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A -1	570.16
06	GTC1.03.601	05/00/2019	11/10/2017	Golden Triangle F-3.@ Chaster, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	- A-1	650.00
06	WIC1.01.601	03/8/07/07/0	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	05/12/2016	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	(1 3) /-172(0)	9/27/2018	Fairfax Concrete F-2 @ Oakland MD	В	650.00
08	FCC1.04.601		9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	POOT FOR S	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	08/4KJF(01/8)	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	44/15/2018	Central Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	图/08/20 图	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. • Ready Mix Concrete and CLSM

li a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

or the most recent physical street address, city and state. The Lorentz Plant	Is Plant currently certified:
178 Alcon Rd	CYES) OF NO
Buckhannon, WV 26201	Certified Plant Code; A128A
	ACYLOLIO
Per Section 3,2.3 Certified Plant, the Vendor <u>shall</u> provide the or the most recent physical street address, city and state. The	source provider/plant name and the 911 address
	is Plant currently certified:
	YES or NO
and anything of the second	Certified Plant Code:
	Is Plant currently certified:
	YES or NO Certified Plant Code:
er Section 3.2.7.1 Calcium Chloride based accelerator brand r qual to product, the name and any product identification numb NO BID	Certified Plant Code:
qual to product, the name and any product identification number	equested is HE-122. If a Vendor is bidding an ers shall be listed below.



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	ssued Solicitation Closes Solicitation No		Solicitation No		Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUBMIT RESPONSES TO **FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS** BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US (

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

550402911

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARFQ-001

****NOTICE********

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

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VARIOUS AGENCY LO		STATE OF WEST VIF	RGINIA IS AS INDICATED BY ORDER
No City	WV 99999	No City	WV 99999 .
us		us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

SCHEDU	an exemple see a service and a		
Line	Event	Event Date	î
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-12-13	

FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

1-3	Total Continue				
Initia	Contract Term:	This Contrac	t becomes effective on	_award	and
extend	ls for a period of _	one	year(s).		

M

Term Contract

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency. 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification. 7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract. 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below. □ BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. □ PERFORMANCE BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material P	
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INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

 http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

\Box	/endor	is not	required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
payn	nent for	r all go	ods and s	ervi	ices.						_		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids.
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

Central Supply Company of WV (Full Company Name)
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) low ther Ocentral supply w. com
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:_

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 rec	ceived)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represed discussion held between Vendor's represed	eipt of addenda may be cause for rejection of this bid. It entation made or assumed to be made during any oral ntatives and any state personnel is not binding. Only the the specifications by an official addendum is binding.
Central Supply Cam Full Company Name Press Signature Authorized Signature	pany of WV
12/18/18	
Date	* VICE

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- **3.2.4** Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - 8.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - **9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther



West Virginia Department of Transportation **Division of Highways**

Standard Specifications Order Form

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY	ASSI	IRANCE	PROCEDU	JRES
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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class Al plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class AI or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Soils and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

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(las) 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 rights to the certificate holder in lieu of such endorsement(s). PROBUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: 513-867-3822 (A/C, No): CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE www.LibertyMutual.com INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B : Liberty Insurance Corporation 42404 MSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 NSURER D : MSURER E : INSURER F COVERAGES CERTIFICATE NUMBER: 43786474 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. ADDL SUBP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL RENERAL LIABILITY TB2-C81-004096-118 9/1/2018 9/1/2019 **EACH OCCURRENCE** \$2,000,000 CLAIMS MADE | OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADVINJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$2,000,000 POLICY V PRO-PRODUCTS - COMPIOP AGG \$2.000,000 OTHER: AUTOMOBILE LIABILITY AS2-C61-004095-128 COMBINED SINGLE LIMIT (Ea accident) 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS DNLY HIRED AUTOS DNLY AS2-C81-054502-528 SCHEDULED AUTOS NON-DWINED AUTOS ONLY 9/1/2018 9/1/2019 BODILY INJURY (Per accident) s Physical Damage only: PROPERTY DAMAGE (Par.accident) Comprehensive Ded \$10,000 \$ Collision Ded \$10,000 S UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAM CLAIMS-MADE AGGREGATE \$. DED. RETENTIONS WORKERS COUPENSATION AND EARL OVERS LIABILITY ANY PROPRIET OR PARTNER PERCUTIVE OFFICER MEMBERS EXCLUDED? (Mandatory in NH) WA7-C8D-004095-028 9/1/2018 9/1/2019 J PER STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT N. \$1,000,000 E.L. DISEASE - EA EMPLOYEE WC7-C81-004095-018 If yes, describe under DESCRIPTION OF OPERATIONS below Excess Workers Compensation 9/1/2018 9/1/2019 \$1,000,000 WI. MN EW1-88N-025031-D18 DISEASE - POLICY LIMIT \$1,000,000 C 9/1/2018 9/1/2019 Statutory & Employers Liability **Employers Liability** \$750.000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 AUTHORIZED REPRESENTATIVE Charleston, WV 25305 Valera V Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01,601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F.2 @ Gallipolis, OH	₹ A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A -1	650.00
01 🔻	MRM2.01.601	##P\$#20#7	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
801	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	50/05/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	04/19/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017a	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	03/28/2018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01:601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	₿.	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	1505.6016	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	0327 2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	7 . B = 1	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, V/V	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	#3/H2/2018	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	03/18/20 18	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/20 18	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1,02.601	-03/67/8018	9/7/2018	Central Supply F-2 @ Westover, WV	\$ B □	754.51
05	DCX1.01.601	04/08/2018	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	为5/(0)20 法	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2@ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/80/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville WV	A-1	594.32
08	CSC1.03.601	03/13/2018	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	4375 20	9/27/2018	Fäirfax Concrete F-2 @ Gakland, MD	В	650.00
08	FCC1.04.601	18 / 2 210	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	\$121021121017.6	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
ı 0 9	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	ON ENDOUG	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	14/15/2018	Gentral Supply F-12 @ Bluefield, WV	A	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	FF (08/20) F4	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV		650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00
				· -		

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor shall complete this form and return with bid submission.

Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment form and one bld submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bld submissions must be submitted for each Plant Location bld. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/pl							
or the most recent physical street address, city and state. The Vendor should pr	or the most recent physical street address, city and state. The Vendor should provide the Certified Plant Code.						
Mabscott Plant	is Plant currently certified:						
97 Hill Street	(YES) or NO						
Mabscott, WV 25871	Certified Plant Code:						
	DHC 1.02.601						
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/pl							
or the most recent physical street address, city and state. The Vendor should pro-	ovide the Certified Plant Code.						
	Is Plant currently certified:						
	YES or NO						
	Certified Plant Code:						
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/plant	ant name and the 911 address						
or the most recent physical street address, city and state. The Vendor should pro	ovide the Certified Plant Code.						
	Is Plant currently certified:						
	YES or NO						
V	Certified Plant Code:						
	0						
	(2) (1) (2) (2) (2) (2) (2) (2) (3) (3) (3) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4						
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-1							
equal to product, the name and any product identification numbers shall be listed	d below.						
No Bid							
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is	Darex Set. If a Vendor is bidding						
an equal to product, the name and any product identification numbers shall be lis							
Master Set AC 534 - Pozzolith No	534						
图明 2015年,1915年,伊州市等的企业,中国市场企业。	1000 计算机数 14 8 利益的 (F-2004) 11 15 16 16 16 16 16 16 16 16 16 16 16 16 16						
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendor	is bidding an equal to product,						
the name and any product identification numbers shall be listed below.	* · · · · · · · · · · · · · · · · · · ·						
Master Rheobuild 1000 - BASE Rhe	obuile 7500						



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final
			- 17			

FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E **CHARLESTON** WV 25302 US 🗇

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

All offers subject to all terms and conditions contained in this solicitation Date Printsd: Dec 07, 2018 Solicitation Number: DOT1900000023

ADDITIONAL SINGULATION CONTROL SERVICE SERVICE

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

poster (\$60)		A Continuite Land		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999	
US		us		

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

<u>Line</u> 1 Event TECHNICAL QUESTIONS DUE AT Event Date 2018-12-13

10AM

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Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WV-PRC-ARFQ-001

13, 34 7

	Document Phase	Document Description	Page 3	
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3	
		CEMENT CONCRETE AND CLS		

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

_				
Initial Contract Term:	This Cont	ract becomes effective on	award	and
extends for a period of	one	year(s).		

Term Contract

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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
 ✓ Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. ✓ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety: understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 - ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

01/510
Central Supply Company of WV
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Ciamatawa)
504-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Finail address) lowther @centratsupplyw. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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 acknowledgenecessary revisions to my proposal, plan	ge receipt of the following addenda and have made the s and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum re	eceived)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal reprediscussion held between Vendor's representation.	sceipt of addenda may be cause for rejection of this bid. I sentation made or assumed to be made during any oral entatives and any state personnel is not binding. Only the o the specifications by an official addendum is binding.
Central Supply Can	spany of WV
Full Company Name	
Authorized Signature	ti de la companya de
12/18/18	·
Date	

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- **3.2.5** Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. <u>Vendor should not modify or add any information into the Column Headers</u>. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A — Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C — Supplier Name should identify the Vendor's Plant name, 3) Column J — List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding:
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract:
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther



West Virginia Department of Transportation **Division of Highways**

Standard Specifications Order Form

Ordering	Instruction	S

Copies of the 2017 Standard Specifications Roads and Bridges and latest Supplemental

Specifications may be purchased by along with proper mailing and billing	y completing this form g information.	, indicating th	he number of I	books desired
Submit completed form by e-mail D Contract Administration Div 1900 Kanawha Boulevard Ea Building Five, Room 840 Charleston, WV 25305 Order Form:	ision	ov, or mail to	X	
Delivery Method (check one):	Pick-up 🖫	Mail □ (S&H	fees apply – see bo	elow)
Payment Method (check one):	Invoice □	Check [] (pay	yable to: WV Divis	sion of Highways
Number of Copies	Title		Price Each	Total
2017 Standard Specif	ications Roads and Br	ridges	\$15.00	
Supplemental Specific		1	\$5.00	
* 1-9 Items =		ng and Handli 00	ng (S&H) *	
	_	\Total A	Amount Due	
NOTICE: The 2017 Standard Specifications Ros Specifications Webpage. Customer Information: Company Name: ATTENTION: Street Address: City, State, Zip Code: Telephone:	nds and Bridges and Suppleme			of charge on the

For Of	fice Use Only (Do	not write in	the space belo	w)
Order Filled By:			Date:	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- 1.3 Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class Al plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class Al or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

IM-18 1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995 PAGE 11 OF 12

When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

IM-18 1ST REVISION: JUNE 1971 2ND REVISION: APRIL 1972 REISSUED: JANUARY 1995

PAGE 12 OF 12

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Cary L. Robson, Director Materiels Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 12/17/2018 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND GONEERS 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(las) 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 rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerio Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAICE www.LibertyMutual.com INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B.: Liberty Insurance Corporation 42404 MAURER C: Liberty Mutual insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 INSURER D. INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: 43786474 **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. ADDL SUBR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY A TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$2,000,000 POLICY PEC LOC PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C81-004095-128 COMBINED SINGLE LIMIT (Ea accident) 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) S OWNED AUTOS DNLY HIRED AUTOS DNLY SCHEDULED AUTOS NON-GWNED AUTOS ONLY AS2-C81-054502-528 9/1/2018 9/1/2019 BODILY INJURY (Per accident) \$ Physical Damage only PROPERTY DAMAGE (Par accident) Comprehensive Ded \$10,000 5 Collision Ded \$10,000 \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** 5 EXCESS LIAB CLAIMS-MADE AGGREGATE ŝ. DED RETENTIONS DED REFERITIONS
WORKERS COMPENSATION
AND EMPLOYERS LABILITY
ANYINOPRIETORPARTNERSECUTIVE
OFFICEPAMEMBERESCUTIVE
(Mandatery in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below
Excess Workers Compensation WA7-C8D-004095-028 9/1/2018 9/1/2019 / PER STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT N N/A \$1,000,000 E.L. DISEASE - BA EMPLOYEE S 1 000:000 WC7-C81-004095-018 9/1/2018 9/1/2019 WI, MN EW1-88N-025031-018 E.L. DISEASE - POLICY LIMIT | \$1,000,000 C 9/1/2018 9/1/2019 Statutory & Employers Liability **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES . (ACORD 101 . Additional Remarks Schedule, may be attached if more space to required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE 1900 Kanawha Blvd E THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Bldg 5 Charleston, WV 25305 AUTHORIZED REPRESENTATIVE Value & Ruce

ACORD 25 (2016/03)

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Valerie Reece



West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
,	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	. A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	11/29/2017	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison,	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019.	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	BO052017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	04/19/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017a	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	05/28/2015	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01:601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	҈ B ″	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	18/05/2016	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @:Louisa, KY	7 .	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	0403/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	#3/F2/2013	9/12/2018	Central Supply F-15 @ Pennsborg; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/13/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	03/67/ 2 018	9/7/2018	Central Supply F-2 @ Westover, WV	҈ B	754.51
05	DCX1.01.601	DANGEREE	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A -1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	D5/10/20 FA	11/10/2017	Gölden Triangle F-3 @ Chaster, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
.07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville WV	A-1	594.32
08	CSC1.03.601	03/14/2018	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
.08	FCC1.02.601	63/24/2018	9/27/2018	Fairfak Concrete F-2 @ Oakland, MD	B 6	650.00
08	FCC1.04.601		9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	42/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	POTETTION AND ENGINEER OF A STATE OF A STATE AND A STATE A STATE AND A STATE A STATE AND A STATE A	A-1	650.00
09	SSC1.01.601	03/43/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	13/08/2012	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00
10	51 1111 1.0 1.00 1	00/0 1/20 10	v	Tanana and my Sandani and		

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - <u>Vendor shall complete this form and return with bid submission</u>.

Ready Mix Concrete and CLSM

if a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provide	r/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor should	I provide the Certified Plant Code.
Pennsboro Plant	Is Plant currently certified:
178 Ritchie Center Drive	(YES) or NO
Pennsboro, WV 26415	Certified Plant Code:
•	CSC 1.15.601
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider	r/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor should	provide the Certified Plant Code.
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider	plant name and the 911 address
or the most recent physical street address, city and state. The Vendor should	provide the Certified Plant Code.
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested is HE	-122. If a Vendor is bidding an
equal to product, the name and any product identification numbers <u>shall</u> be lis	ted below.
No Bip	
STORY AND A STORY OF THE STORY	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested in	is Darex Set. If a Vendor is bidding
an equal to product, the name and any product identification numbers shall be	listed below.
Euclid Excel Guard 80	
49年1月1日,1970年,1970	
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendo	or is bidding an equal to product,
the name and any product identification numbers shall be listed below.	
	Land Company of the Company of the Company



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US 🗇

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

550402911

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARFQ-001

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

ADDITIONAL SINE CRIMATION - SERVE

(Mark talifa)			
VARIOUS AGENCY LO AS INDICATED BY OR		STATE OF WEST VIF	RGINIA IS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	*

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

SCHEBULE	CHANGE SECTION	
<u>Line</u>	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE AT	2018-12-13
	10AM	

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

A Term Contract	
Initial Contract Term: This Contract becomes effective on _award	and
extends for a period of one year(s).	

Towns Combined

and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
 Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in: http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept	the	State	of	West	Virginia's	Purchasing	Card	as
payment for all goods and services.					_	•		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

0 1 15 1 0 0 111
(Full Company Name) Company of WW
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory)
504-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Finail address) lowther Ocentratsupply w. com
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:_

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 acknowledgment in hereby acknowledgment in hereby acknowledgment in hereby acknowledgment in hereby acknowledgment.	edge receipt of the following addenda and have made the ans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	n received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal rep discussion held between Vendor's repr	receipt of addenda may be cause for rejection of this bid. In presentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only the d to the specifications by an official addendum is binding.
Central Supply C	empany of WV
Full Company Name	
Authorized Signature	
12/18/18	
Date	

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items 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.
 - **3.2.2** Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- **3.2.4** Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.

 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding:
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - **8.2.3** otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

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

	•		/
Submit completed form by e-mail	DOHSpecifica	ations@wv.gov, or	mail to:
Contract Administration Di	ivision		\times
1900 Kanawha Boulevard	East		
Building Five, Room 840			\sqrt{N}
Charleston, WV 25305		/	1/ / 4
	1	/	// /, /

Order Form:

Delivery Method (check one):

Pick-up

Mail □ (S&H fees apply – see below)

Payment Method (check one):

Invoice

Check ☐ (payable to: WV Division of Highways)

Number	Title	Price Each	Total
of Copies	Title	THOC Each	TOLAI
	2017 Standard Specifications Roads and Bridges	\$15.00	
	Supplemental Specifications, Latest Edition	\$5.00	
	Shipping and Handl	ing (S&H) *	
	* 1-9 Items = \$5.00 10+ Items = \$10.00		
	/ Total A	Amount Due	

NOTICE: The 2017 Standard Specifications Roads and Bridges and Supplemental Specifications are available free of charge on the Specifications Webpage.

Customer	Inform	ation:
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Company Name:

ATTENTION:

Street Address:

City, State, Zip Code:

Telephone:

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Fax: e-mail:

For Of	fice Use Only (Do	not write in	the space belo	w)
Order F	illed By:		Date:	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

OUAL	ITY	ASSI	IRANCE	PROCED	URES
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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Payed ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

12/17/2018 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(les) 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 rights to the certificate holder in lieu of such endorsement(s). PROBUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, Wi 54401 CONTACT Valeria Resce. PHONE (A/C, No. Ext): E-MAIL ADDRESS: 513-867-3822 FAX (A/C, No): CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAICH www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER 8: Liberty Insurance Corporation 42404 INSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 NOURER D. INSURER E INSURER F : COVERAGES CERTIFICATE NUMBER: 43786474 REVISION NUMBER: THIS IS O 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: ADDL SUBR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE \$2,000,000 CLAIMS MADE V OCCUR PREMISES (Ea occurrence) \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADVINJURY \$2,000,000 GEN'I AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE \$2,000,000 POLICY / PROrac \$2,000,000 PRODUCTS - COMPION AGG OTHER: A AUTOMOBILE LIABILITY AS2-C61-004095-128 COMBINED SINGLE LIMIT 9/1/2018 9/1/2019. \$2,000,000 ANY AUTO BODILY INJURY (Per person) 9 OWNED AUTOS ONLY HIRED AUTOS GNLY AS2-C81-054602-528 CHEDULED UTOS 9/1/2018 9/1/2019 BODILY INJURY (Per accident) ŝ Physical Damage only: PROPERTY DAMAGE Comprehensive Ded \$10,000 • Collision Ded \$10,000 s UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE ŝ. DED. RETENTIONS DED | PRETENTIONS
WORKERS COMPENSATION
AND EMPLOYERS LAGILITY
ANYPROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXOLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below
IE was a Montaire Commensation B WA7-C8D-004095-028 9/1/2018 9/1/2010 PER All except OH, ND, WA, WY E.L. EACH ACCIDENT Ŋ \$1,000,000 WC7-C81-004095-018 E.L. DISEASE : EA EMPLOYEE 9/1/2018 9/1/2019 \$1,000:000 EL DISEASE - POUCY LIMIT \$ 1,000,000 Excess Workers Compensation EW1-88N-025031-018 9/1/2018 9/1/2019 & Employers Liability **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attacted if more space is required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Valerie Reece

Valerie & Ruce



West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	.∞A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A- 1	650.00
01	MRM2.01.601	1719972037	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
%01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	\$10/0.57/01Fa	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	TALLET ZOLE	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В.	650.00
02	ERM1.08.601	05/08/20174	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601		9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01.601	03/26/2018	9/26/2018	The Wells Group F.1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03 601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	€	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	B	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @:Louisa, KY	B	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	0403/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	B (431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	#3/K2/2018	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650:00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	103/67/2018	9/7/2018	Central Supply F-2 @ Westover, WV	्रे B	754.51
05	DCX1.01.601	Minister 1	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1.01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Schert WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F _e 3 @ New Martinsville, WV	A -1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	D5/10/2017	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete: Inc. F-2 @ Morristown, OH	- A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	03/14/2018	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	63/2#201	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601	到/至如排	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018.	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	12/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
. 09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	03/43/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Gentral Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	1082012	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	B	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vender will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable. If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

or the most recent physical street address, city and state. The Princeton Plant	Its Plant currently certified:		
101 Westview Ave	(YES) or NO		
Princeton, WV 24739 Certified Plant Code:			
	BMC1.03.601		
Per Section 3.2.3 Certified Plant, the Vendor shall provide the or the most recent physical street address, city and state. The	source provider/plant name and the 911 address > Vendor should provide the Certified Plant Code.		
	Is Plant currently certified:		
	YES or NO		
	Certified Plant Code:		
or the most recent physical street address, city and state. The			
or the most recent physical street address, city and state. The	Vendor should provide the Certified Plant Code.		
r the most recent physical street address, city and state. The	Vendor should provide the Certifled Plant Code. Is Plant currently certified: YES or NO Certified Plant Code:		
er Section 3.2.7.1 Calcium Chioride based accelerator brand qual to product, the name and any product identification numbers NO BID	Vendor should provide the Certified Plant Code. Is Plant currently certified: YES or NO Certified Plant Code: requested is HE-122. If a Vender is bidding an		
er Section 3.2.7.1 Calcium Chioride based accelerator brand qual to product, the name and any product identification numb	Vendor should provide the Certified Plant Code. Is Plant currently certified: YES or NO Certified Plant Code: requested is HE-122. If a Vender is bidding an oers shall be listed below. and requested is Darex Set. If a Vendor is bidding.		





State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued So	olicitation Closes		Solic	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUBMIT RESPONSES TO ... **FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS** BLDG 5, RM A-220 +, WV 26339 1900 KÁNAWHA BLVD E CHARLESTON w 25302 US

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

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AGENTICAL ACTION AND ACTION ACTION AND ACTION AND ACTION AND ACTION AND ACTION ACTI

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

Havaleta (F.)			
VARIOUS AGENCY LOC AS INDICATED BY ORD		STATE OF WEST VIR VARIOUS LOCATION	RGINIA S AS INDICATED BY ORDER
No City	VVV 99999	No City	WV 99999
US		us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505		W. C. S. M. S. C.		

Extended Description

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

SCHOOL			
<u>Line</u>	Event	Event Date	
1	TECHNICAL QUESTIONS DUE AT	2018-12-13	
	10AM		

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 2

FORM ID: WV-PRC-ARFQ-001

3.50

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

تنا	Zorin Comerace				
Initial	Contract Term:	This Contract	becomes effective on	award	 and
extend	ls for a period of	one	year(s).		

Torm Contract

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.		
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.		
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 calendar year.		
Other: See attached.		
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.		
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 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 and Agency.		
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.		
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.		
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.		
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.		
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.		
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.		
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.		
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.		

insurance prior to Contract award and shall list the State as a certificate holder:		
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.		
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 above.		
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.		
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.		
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.		
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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.		

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- 12. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in: http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety: understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 - ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - A 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

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Central Supply Company of WV
(Full Company Name)
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Ciamatows)
304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) lowther @centratsupplywr. Can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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.

necessary revisions to my proposal, plans	and/or specification, etc.		
Addendum Numbers Received: (Check the box next to each addendum rec	ceived)		
Addendum No. 1	Addendum No. 6		
Addendum No. 2	Addendum No. 7		
Addendum No. 3	Addendum No. 8		
Addendum No. 4	Addendum No. 9		
Addendum No. 5	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.			
Central Supply Campany of WV Full Gompany Name Authorized Signature 12/18/18			
Date			

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.

 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding:
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - **8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - 8.2.1 made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract,
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Copies of the 2017 Standard Specifications Roads and Bridges and latest Supplemental

Specifications may be purchalong with proper mailing an	hased by completing this found billing information.	orm, indicating th	ne number of	books desired
Submit completed form by e Contract Administrat 1900 Kanawha Bould Building Five, Room Charleston, WV 253	tion Division evard East 840	rv.gov, or mail to		
Order Form:			V	
Delivery Method (check one): Pick-up 🛛	Mail □ (s&H	fees apply - see b	elow)
Payment Method (check one): Invoice 🗆	Check (pa)	able to: WV Divi	sion of Highways
Number of Copies	Title		Price Each	Total
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Supplemental	Specifications, Latest Edit		\$5.00	
* 1.	Ship -9 Items = \$5,00 10+ Items = \$	oping and Handli	ng (S&H) *	
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NOTICE: The 2017 Standard Specific Specifications Webpage. Customer Information:	cations Roads and Bridges and Suppl	lemental Specification	s are available free	of charge on the
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY	'ASSL	JRANCE	PROCE)URES
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1.0	PLANT AND EQUIPMENT INSPECTION STICKERS
1.0	LANT AND EQUIPMENT INSPECTION STICKLING

- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class Al plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Soils and Testing Division

GLR:w

Attachments



		HLICALEOP LI					19/47/	(MM/DD/YYYY) 13018
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRM BELOW: THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCER,	NSIIRA	NCE DOES NOT CONST		D CONFERS END OR AL CONTRACT	NO RIGHT TER THE C BETWEEN	S UPON THE CERTIFIC. OVERAGE AFFORDED THE ISSUING INSURE	ATE HO	LDER. THIS
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Venujadu, EVI 5440 j			E-MA ADDI	No. Ext): ESS:		duction@libertymutual.co	i.	
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COVERAGES CE	RTIFIC	ATE NUMBER: 43786474				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA' EXCLUSIONS AND CONDITIONS OF SUC	ES OF IN REQUIRE / PERTA H POLIC	ISURANCE LISTED BELOW H EMENT, TERM OR CONDITION UN, THE INSURANCE AFFOR HES, LIMITS SHOWN MAY HAY	N OF AN	THE POLICII REDUCED BY	ES DESCRIBI	RED NAMED ABOVE FOR T DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T S.	THE POLI OT TO V	CY PERIOD VHICH THIS HE TERMS,
LTR TYPE OF INSURANCE	ADDL S	WO POLICY NUMBER		POLICY EFF	POLICY EXP	LIMI	rs	
A COMMERCIAL GENERAL LIABILITY		TB2-C81-004095-118		9/1/2018	9/1/2019	FACH OCCUPRENCE	\$2,000	000
CLAIMS MADE / OCCUR	1	XCU Coverage Included	4			DAMAGE TO RENTED PREMISES (Ep occurrence)	\$250.0	The state of the s
✓ Separation of insured	-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	•			MED EXP (Any one person)	\$50,00	Ď
GENLAGGREGATE LIMIT APPLIES PER.	1				1	PERSONAL & ADVINJURY	\$2,000	
POLICY V PRO. LOC						GENERALAGGREGATE	\$2,000,000	
OTHER:						PRODUCTS - COMPIOP AGG	\$ 2.000 \$	000
A AUTOMOBILE LIABILITY		AS2-C81-004095-128		9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	-	and.
ANY AUTO	1	AS2-C81-054502-528			harvanada ibur	BODILY INJURY (Per person)	\$ 2,000,000	
OWNED AUTOS ONLY HIRED AUTOS GNLY AUTOS GNLY AUTOS ONLY AUTOS ONLY	-	Physical Damage only:		9/1/2018 9/1	9/1/2019	BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS ONLY	1 ,	Comprehensive Ded \$10	000,0			PROPERTY DAMAGE (Per accident)	\$	
UMBRELLA LIAB COCCUR	+	Collision Ded \$10,000	_				\$	
EXCESS LIAB CLAIMS MAD	1 1					EACH OCCURRENCE	. \$	
DED DESCRIPTIONS	1				1	AGGREGATE	5	
B WORKERS COMPENSATION		WA7-C8D-004095-028	-	9/1/2018	9/1/2019	PER OTH	5.	
ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	All except OH, ND, WA,	W.			E.L. EACH ACCIDENT	s 1,000,0	ioni
(Mandatory in NH)	100	WC7-C81-004095-018		9/1/2018	9/1/2019	E.L. DISEASE : EA EMPLOYEE		
C Excess Workers Compensation	.	WI, MN EW1-68N-025031-018				E.L. DISBASE - POUCY LIMIT	\$1,000.0	
& Employers Liability		NA EAA I-DOIA-05503:1-0 19		9/1/2018	9/1/2019	The control of the second control of the sec	latutory 750,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACC	RD 101, Additional Remarks School	ulo, may be	attacted if more	Spann is comit-	idi		
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State of West Virginia 1900 Kanawha Bivd E 3ldg 5	1.75	EXPIRA I IUN	DATE THE	scribed policies de cai Réop, notice Will: Be Provibions.	NCELLEO DELIVI	BEFORE ERED IN		
Charleston, WV 25305			AUTHOR	ZED REPRESEN	TATIVE			
teach of the control			'	1941 No. 371		Elica & Reca	,	
				Valerie Reace				

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A- 1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	#1/29/20 1 7	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison,	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	60/06/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
,01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	144 9/2014	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В.	650.00
02	ERM1.08.601	05/08/20174	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	,	650.00
02	LCC1.01.601	(1) 282(11)	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01:601	03/26/ 2 0/18	9/26/2018	The Wells Group F-1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	任約5 更数6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	B	650.00
02	WRM1.01.601	05/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	104/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	193/FE1209B	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	503/67/2018	9/7/2018	Central Supply F-2 @ Westover, WV	B	754.51
05	DCX1.01.601	24108/201R	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B	650.00
05	FCC1.01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr-WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	105/60/2017	11/10/2017	Golden Triangle F-3 @ Chaster, W	В.,	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02:601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1₀.	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601		9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	(B) Parting	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601	TE PARE TO THE	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	\$2.0 <u>2</u> 1210.6	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09 =	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	NET RIPORE	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	8708F20F4	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor shall complete this form and return with bid submission.

Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/pi	
or the most recent physical street address, city and state. The Vendor should pr	
Saltwell Plant	Is Plant currently certified:
4923 Benedum Drive	(YES) or NO
Bridgeport WV 26330	Certified Plant Code:
	CSC1.01.601
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/pl	ant name and the 911 address
or the most recent physical street address, city and state. The Vendor should pr	
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source provider/pl	ant name and the 911 address
or the most recent physical street address, city and state. The Vendor should pr	
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-	22. If a Vendor is bidding an
equal to product, the name and any product identification numbers shall be lister	
NOBID	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is	Darex Set. If a Vendor is bidding
an equal to product, the name and any product identification numbers shall be li	sted below.
Enclid Excel Guard 90	
	数据的 医连续电影 经产品的
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendor	is bidding an equal to product,
the name and any product identification numbers shall be listed below.	
	医温度异型性原则



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	Itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SIDEMIA RESPONSES TO A SALE		学生等。	CONTRACTOR OF THE PROPERTY OF
FINANCE & ADMINISTRATION		**	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Central Supply Company of WV
BLDG 5, RM A-220			4923 Denedum Dr.
1900 KANAWHA BLVD E			Bridgeport, WV 26339
CHARLESTON	WV	25302	. 31
us .			304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

FEIN#

All offers subject to all terms and do dilitions contained in this solicitation
Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page

Page: 1

FORM ID : WV-PRC-ARFQ-001

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

Inviolate de		dilitate.	
VARIOUS AGENCY LO AS INDICATED BY OF		STATE OF WEST VIR VARIOUS LOCATIONS	GINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
us	31	us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA	·	

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

Line Event

TECHNICAL QUESTIONS DUE AT
10AM

Event Date 2018-12-13

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WV-PRC-ARFQ-001

): WV-PRC-ARFO-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term: This Contract becomes effective on award	and
extends for a period ofoneyear(s).	

Term Contract

X

Accountract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

X insura	INSURANCE: The apparent successful Vendor shall furnish proof of the following ance prior to Contract award and shall list the State as a certificate holder:
[X] C	Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
contaii	pparent successful Vendor shall also furnish proof of any additional insurance requirements ned in the specifications prior to Contract award regardless of whether or not that insurance ement is listed above.
shall fi	ICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the n entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor turnish proof of the following licenses, certifications, and/or permits prior to Contract award, rm acceptable to the Agency.
contain	pparent successful Vendor shall also furnish proof of any additional licenses or certifications ned in the specifications prior to Contract award regardless of whether or not that ement is listed above.
comply	ORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall with laws relating to workers compensation, shall maintain workers' compensation are when required, and shall furnish proof of workers' compensation insurance upon the compensation insu
10. LJ	IQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of This clause shall in no
way be	e considered exclusive and shall not limit the State or Agency's right to pursue any other le remedy.

- 12. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

	Vendor	is	not	required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
pay	ment for	r al	ll go	ods and s	erv	ices.								

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

Central Supply Conserve of Will
Central Supply Company of WV (Full Company Name)
Brug Hove
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Frail address) lowther @centratsupplywv. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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.

necessary revisions to my proposal, plans and	ceipt of the following addenda and have made the lor specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	red)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal representation discussion held between Vendor's representation	t of addenda may be cause for rejection of this bid. I ation made or assumed to be made during any oral ives and any state personnel is not binding. Only the especifications by an official addendum is binding.
Full Company Name Pull Company Name Authorized Signature	rny of WV
Date /2/18/18	

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Spees.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form,

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISOUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ord	ering	Instru	ctions:
Viu	CI IUZ	1113H H	CHUHS.

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

	•		/
Submit completed form by e-mail	DOHSpecific	ations@wv.gov, or n	nail to:
Contract Administration Di			X \\ /
1900 Kanawha Boulevard	East		/ \
Building Five, Room 840		/	/ N/ /
Charleston, WV 25305			1/ //
		/	71 //1

Delivery Method (check one):

Pick-up

Mail □ (S&H fees apply - see below)

Payment Method (check one):

Invoice □

Check ☐ (payable to: WV Division of Highways)

Title	Price Each	Total
2017 Standard Specifications Roads and Bridges	\$15.00	
Supplemental Specifications, Latest Edition	\$5.00	
/	ling (S&H) *	
	Amount Du-	
	2017 Standard Specifications Roads and Bridges Supplemental Specifications, Latest Edition Shipping and Hand * 1-9 Items = \$5.00	2017 Standard Specifications Roads and Bridges \$15.00 Supplemental Specifications, Latest Edition \$5.00 Shipping and Handling (S&H) *

NOTICE: The 2017 Standard Specifications Roads and Bridges and Supplemental Specifications are available free of charge on the Specifications Webpage.

	Сп	stom	er T	nfor	mati	on.
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Company Name:

ATTENTION:

Street Address:

City, State, Zip Code:

Telephone:

Fax: ______e-mail:

For Office Use Only (Do not write in the space below)							
Order F	illed By:		Date:				
REC ORG	AUTH	ACT	OBJ	P/N			
0064	COTH126	126	021	N			

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class AI or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Soils and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

12/17/2018 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(les) must have ADDITIONAL INSURED provisions or be endersed. 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 rights to the certificate holder in lieu of such endorsement(s). PROBUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: Valeria Reece FAX (A/C, No): Wausau, WI 54401 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC# www.LibertyMutual.com INSURER A: Liberty Mulual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER 8: Liberty Insurance Corporation 42404 4923 Benedum Drive INSURER C: Liberty Mutual Insurance Company 23043 Bridgeport, WV 26330 INSURER D NSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: 43786474 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: MSD WYD TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER A COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE s 2,000,000 POLICY / PEC PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C81-004095-128 9/1/2018 COMBINED SINGLE LIMIT (Ea accident) 9/1/2019. \$ 2,000,000 ANY AUTO BODILY INJURY (Per.person) AS2-C81-054502-528 SCHEDULED AUTOS NON-OWNED 9/1/2018 OWNED AUTOS ONLY 9/1/2019 BODILY INJURY (Per accident) \$ Physical Damage only: HIRED AUTOS CINLY PROPERTY DAMAGE AUTOS ONLY Comprehensive Ded \$10,000 \$ Collision Ded \$10,000 \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE \$. DED. RETENTION S 5 WORKERS COMPENSATION AND EMPLOYERS LIABILITY WA7-C8D-004095-028 9/1/2018 9/1/2019 STATUTE All except OH, ND, WA, WY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT Ņ \$1,000,000 NJA (Mandatory in NH)

If yes, describe under

OESCRIPTION OF OPERATIONS below WC7-C81-004095-018 E.L. DISEASE - EA EMPLOYEE \$ 1,000:000 9/1/2018 9/1/2019 E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 C Excess Workers Compensation EW1-68N-025031-018 9/1/2018 9/1/2019 Statutory \$750,000 & Employers Liability **Employers Liability** DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Blda 5 Charleston, WV 25305 **AUTHORIZED REPRESENTATIVE** Valera & Ruce Valerie Reace

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
-	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F.2 @ Gallipolis, OH	A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	1/09/2017	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison,	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
∂01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	10/05/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601	04/18/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	35/08/20172	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	09/28/2018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1:01:601	03/26/2018	9/26/2018	The Wells Group F.1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	(105度)6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	Ž (B 7 7	650.00
02	WRM1.01.601	0007/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	B3/A2/2018	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3.@ Bridgeport, WV.	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	6367/2018	9/7/2018	Central Supply F-2 @ Westover, WV	В	7 5 4.51
05	DCX1.01.601	D408/2018	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B	650.00
05	FCC1.01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F _s 3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	D5/40/2012	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	03/14/20/F	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	63/24/2012	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601		9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	12/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	CONTROL OF FEMALES SEE STATE OF A SECTION OF	A-1	650.00
09	SSC1.01.601	03/43/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	44/15/2018	Central Supply F-12 @ Bluefield WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	49/08/2012	5/8/2018	David Hill Cone, Inc F-2 @ Mabscott, WV	В	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00
10	01/00/1/00/1	55/0 I/20 IO	UI 172010	Antien Linnal mini (and and a the same		

INFORMATION ATTACHMENT FORM <u>Mandatory</u> Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSN

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be ilsted on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the	•
or the most recent physical street address, city and state. The Summersville Plant	The second secon
	Is Plant currently certified: (YES) or NO
7900 W Webster Rd	
Summersville, WV 26651	Certified Plant Code: L144B
Date On their O.O.O. Could not Dlank the Manday shall won the three	BMC1.01.601
Per Section 3.2:3 Certified Plant, the Vendor shall provide the or the most recent physical street address, city and state. The	
	is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the sor the most recent physical street address, city and state. The	
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
	STEED DOOR SHILLING SHIP SALES SHIP OF THE SALES SHIP S
Per Section 3.2.7.1 Calcium Chloride based accelerator brand requal to product, the name and any product identification numb	
NO BID	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brain equal to product, the name and any product identification nu	
Master Set AC 534 - Pozzolith NC534	TOTAL
Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon he name and any product identification numbers shall be listed	
Master Rheobuild 1000 - BASF Rheobuild 7500	
	Market and the second s



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUPMITASSONS STATE	VEDDO:
FINANCE & ADMINISTRATION	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS	Central Supply Company of WV
BLDG 5, RM A-220	4923 Benedum Dr.
1900 KANAWHA BLVD E	Bridgeport, WV 26339
CHARLESTON WV 25302	
US .	304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARFQ-001

****NOTICE******

APPEIT ON A CINFORMATION

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-**PURCHASING AFFIDAVIT PRICING PAGES**

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VARIOUS AGENCY LOC AS INDICATED BY ORD		STATE OF WEST VIR VARIOUS LOCATION	RGINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price	
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA			

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

Sould forest synthes to the second synthesis Event TECHNICAL QUESTIONS DUE AT 10AM <u>Line</u> 1 Event Date 2018-12-13

25 1/5.5 1/2. Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023 Page: 2 FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

_				
Initial Contract Term:	This Contract	becomes effective on	award	and
extends for a period of _	one	year(s).		

Term Contract

X

Accountract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited totwosuccessive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.	
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within	
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 calendar year.	
Other: See attached.	
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.	
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,

- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.
- DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety: understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

	Vendor	is no	ot required	to	accept	the	State	of	West	Virginia's	Purchasing	Card	as
pa	yment for	r all g	goods and s	erv	ices.						·		

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

Central Supply Conservation
(Full Company Name) O Company of WW
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory)
304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) low ther Ocentral supply w. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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 e

necessary revisions to my proposal, plans a	receipt of the following addenda and have made the nd/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	eived)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represent discussion held between Vendor's represent	ipt of addenda may be cause for rejection of this bid. Intation made or assumed to be made during any oral atives and any state personnel is not binding. Only the he specifications by an official addendum is binding.
Central Supply Comp Full Company Name Deut South Authorized Signature 12/18/18	Dany of WV
TASIC .	

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - **2.4** "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- **3.2.5** Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. <u>Yendor should not modify or add any information into the Column Headers</u>. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISOUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. DETERMING LOW BID PER PROJECT: Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Ordering Instructions:

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

Submit completed form by e-mail DOHSpecifications@wv.gov,	or mail to:
Contract Administration Division	X \\ /
1900 Kanawha Boulevard East	/\\X
Building Five, Room 840	$\wedge \wedge \wedge \wedge \wedge$
Charleston WW 25205	/ // / /

Order Form:

Delivery Method (check one):

Pick-up

Mail □ (S&H fees apply - see below)

Payment Method (check one):

Invoice □

Check ☐ (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	2017 Standard Specifications Roads and Bridges	\$15.00	
	Supplemental Specifications, Latest Edition	\$5.00	
	Shipping and Hand * 1-9 Items = \$5.00 10+ Items = \$10.00	ling (S&H) *	
	Total	Amount Due	-

NOTICE: The 2017 Standard Specifications Roads and Bridges and Supplemental Specifications are available free of charge on the Specifications Webpage.

Custor	ner I	nform	etion:

Company Name:

ATTENTION:

Street Address:

City, State, Zip Code:

Telephone:

Fax:

e-mail:

For Office Use Only (Do not write in the space below)							
Order F	illed By:	Date:					
REC ORG	AUTH	ACT	OBJ	P/N			
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

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- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- 1.2 The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DAYE (MM/DD/YYYY) 12/17/2018

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(les) 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 rights to the certificate holder in lieu of such endorsement(s). PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valeria Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: 513-867-3822 (A/C, No): CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAICH www.LibertyMutual.com insurer A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B : Liberty Insurance Corporation 42404 insurer c: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 Bridgeport, WV 26330 INSURER D : NISURER E : INSURER F COVERAGES CERTIFICATE NUMBER: 43786474 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. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER COMMERCIAL GENERAL LIABITITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE \$2,000,000 CLAIMS MADE V OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 Separation of Insured. PERSONAL & ADVINJURY \$2,000,000 GENLAGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$2,000,000 POLICY V PRO PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C61-004095-128 COMBINED SINGLE LIMIT (Ea accident) 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS ONLY HIRED AUTOS ONLY AS2-C81-054502-528 SCHEDULED AUTOS NON-GWNED AUTOS ONLY 9/1/2018 9/1/2019 BODILY INJURY (Per accident) Physical Damage only: S PROPERTY DAMAGE Comprehensive Ded \$10,000 5 Collision Ded \$10,000 S UMBRELLA LIAG OCCUR EACH OCCURRENCE 5 EXCESS LIAM CLAIMS-MADE AGGREGATE \$. DED. RETENTIONS 5. WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
ANY REPORTETOR PARTNERS EXECUTIVE
OFFICE PROPERTY AND EMPLOYERS
(Mandatory to NH) WA7-C8D-004095-028 9/1/2018 9/1/2019 / STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT l N \$1,000,000 E.L. DISEASE - EA EMPLOYEE WC7-C81-004095-018 il yes rescribe under DESCRIPTION OF OPERATIONS below Excess Workers Compensation 9/1/2018 9/1/2019 1.000.000 WI. MN EW1-88N-025031-018 DISEASE - POLICY LIMIT \$1,000,000 C 9/1/2018 9/1/2019 Statutory \$750,000 & Employers Liability **Employers Liability** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more spape in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Blda 5 AUTHORIZED REPRESENTATIVE Charleston, WV 25305 Valera V Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
**	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	-Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	. A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	100012017	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	10/08/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Cardinal Concrete @ Robertsburg	™A-1	650.00
02	CSC2.02.601	04/19/2017	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В.	650.00
02	ERM1.08.601	35/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV		650.00
02	LCC1.01.601		9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1.01.601	03/26/2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	B	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	B	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	1905度到6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	B	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa, KY	(B	650.00
02	WRM1.01.601	06/07/2017	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	#03/N2/2018	9/12/2018	Central Supply F-15 @ Pennsboro WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/18/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	02/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	103/07/2018	9/7/2018	Central Supply F-2 @ Westover, WV:	B	754.51
05	DCX1.01.601	MINITER	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B ang aya ta m	650.00
05	FCC1.01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	05/40/20福	11/10/2017	Golden Triangle F-3 @ Chester, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannen	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville, WV	A-1	594.32
08	CSC1.03.601	03/14/2014	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	(63/2#/2018	9/27/2018	Fairfak Concrete F-2 @ Gakland, MD	B	650.00
08	FCC1.04.601	73/27/2018	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	12/04/201 <i>1</i>	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	18.7.要用数据,AMATEMATICAL A. 人名西蒙蒙伊斯特特 人名克 为A. 1987、5.7.4 编 。	A-1	650.00
09	SSC1.01.601	08/43/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	11/15/2018	Central Supply F-12 @ Bluefield WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	##/08/2017	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV	B 40	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> Vendor <u>shall</u> complete this form and return with bid submission. Ready Mix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Per Section 3.2.3 Certified Plant, the Vendor shall provide the source	
or the most recent physical street address, city and state. The Vendor Westover Plant	Is Plant currently certified:
1300 Industrial Park Rd.	(YES) or NO
Westover, WV 26508	Certified Plant Code: C089G
	C5C1.02.60
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source p	provider/plant name and the 911 address
or the most recent physical street address, city and state. The Vendor	TOTAL MARKET CONTRACTOR OF THE PROPERTY OF THE
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
Per Section 3.2.3 Certified Plant, the Vendor shall provide the source por the most recent physical street address, city and state. The Vendor states are sent as the vendor of the recent physical street address.	
	Is Plant currently certified:
	YES or NO
	Certified Plant Code:
	THE THE PERSON OF THE PERSON AND PROPERTY OF THE PERSON OF
Per Section 3.2.7.1 Calcium Chiloride based accelerator brand requeste equal to product, the name and any product identification numbers shall	
NO BID	
Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requance of the product, the name and any product identification numbers at Euclid Excel Guard 80	v
Per Section 3.2:7.3. Super Plasticizer brand requested is Eucon 37. If a ne name and any product identification numbers shall be listed below.	i Vendor is bidding an equal to product,



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

Supplier residents from S. M. A. S. M. S.	VENIBOR:
FINANCE & ADMINISTRATION	Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS	Central Supply Company of WV
BLDG 5, RM A-220	4923 Benedim Dr.
1900 KANAWHA BLVD E	lla li la
CHARLESTON WV 25302	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
us .	304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

Signature X

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

Date Printed: Dec 07, 2018 Solicitation Number: DOT1900000023

Page: 1

****NOTICE*******

MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

Application was selected as a selected as a

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VARIOUS AGENCY LO AS INDICATED BY ORI		STATE OF WEST VIR VARIOUS LOCATION	RGINIA IS AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US	·	us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification	
30111505				

Extended Description

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

	2月12日月日前日本中国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国共和国	
<u>Line</u>	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT	2018-12-13
	10AM	

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. 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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term:	This Contract	becomes effective on	award	and	d
extends for a period of _	one	year(s).			

X

Term Contract

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 an 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf,

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

□ Vendor is not required	to accept the	State of	West	Virginia's	Purchasing	Card	as
payment for all goods and s	ervices.						

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

Central Supply Campany of Will
(Full Company Name) O Company of WW
Brug for
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) lowther @centratsupplywv. can
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:____

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.

е

necessary revisions to my proposal, plans and	sceipt of the following addenda and have made the discretification, etc.
Addendum Numbers Received: (Check the box next to each addendum received)	ved)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal represent discussion held between Vendor's represental information issued in writing and added to the	ot of addenda may be cause for rejection of this bid. I ation made or assumed to be made during any oral tives and any state personnel is not binding. Only the expecifications by an official addendum is binding.
Full Company Name Full Company Name The South	any of WV
Authorized Signature 12/18/18	- W
Date	

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

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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form.

- 3.2.7.1 Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. <u>Vendor should not modify or add any information into the Column Headers</u>. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted,

 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. DELIVERY AND RETURN:

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

REQUEST FOR QUOTATION Ready Mixed Portland Cement Concrete And Controlled Low-Strength Material

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

REQUEST FOR QUOTATION Ready Mixed Portland Cement Concrete And Controlled Low-Strength Material

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 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.
- Vendor Supply: Vendor must carry sufficient inventory of the Contract Items 10.2 being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 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: Brady Lowther



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

Copies of the 2017 Standard Specifications Roads and Bridges and latest Supplemental

Specifications may be purchased lalong with proper mailing and billi	by completing this fing information.	orm, indicating the numb	er of books desired
Submit completed form by e-mail I Contract Administration Di 1900 Kanawha Boulevard I Building Five, Room 840 Charleston, WV 25305	vision	wv.gov, or mail to:	
Delivery Method (check one):	Pick-up □	Mail □ (S&H fees apply	– see below)
Payment Method (check one):	Invoice 🗆	Check (payable to: V	
Number of Copies	Title	Price E	ach Total
2017 Standard Speci			0
Supplemental Specif			
* 1-9 Items		pping and Handling (S&I \$10.00	H) *
		Total Amount	Due
NOTICE: The 2017 Standard Specifications R Specifications Webpage.	bads and Bridges and Supp	olemental Specifications are avail	able free of charge on the
Customer Information:			
Company Name:			
ATTENTION:		\	
Street Address:			
City, State, Zip Code:			
Telephone:	Fax:	e-mail:	
For Office Order Filler	Use Only (Do not write d By:	in the space below) Date:	

Order F	illed By:	Date:		
REC ORG	AUTH	ACT	OBJ	P/N
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY	ACCID	ANICEI	DDUCENI	IDES
UUALII	AGGUIN			

- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - 2. Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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- 2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class Al or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Gary L. Robson, Director Materials Control, Soils and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018 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(les) 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 rights to the certificate holder in lieu of such endorsement(s). PROBUGER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 Valerie Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAICH www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER 8: Liberty Insurance Corporation 42404 4923 Benedum Drive INSURER C: Liberty Mutual Insurance Company 23043 Bridgeport, WV 26330 NSURER D : NSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: 43786474 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: ADDL SUBR TYPE OF INSURANCE LTR POLICY NUMBER LIMITS A COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE \$2,000,000 CLAIMS MADE / OCCUR DAMAGE TO RENYED PREMISES (Ea occurrence) \$250,000 XCU Coverage Insluded Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADVINJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE \$2,000,000 POLICY PRO PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: AUTOMOBILE LIABILITY AS2-C81-004095-128 9/1/2018 COMBINED SINGLE LIMIT 9/1/2019. \$2,000,000 ANY AUTO BODILY INJURY (Per.person) AS2-C81-054502-528 SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY 9/1/2018 9/1/2019 BODILY INJURY (Per accident) \$ Physical Damage only: HIRED AUTOS ONLY PROPERTY DAMAGE Comprehensive Ded \$10,000 \$ Collision Ded \$10,000 \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS-MADE AGGREGATE ŝ. DED. RETENTIONS ś WORKERS COMPENSATION AND EMPLOYERS LIABILITY WA7-C8D+004095-028 9/1/2018 9/1/2019 STATUTE All except OH, ND, WA, WY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Ņ \$1,000,000 N/A OFFICERABLEMBER EXECUTED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below WC7-C81-004095-018 E.L. DISEASE : EA EMPLOYEE \$ 1,000,000 9/1/2018 9/1/2019 E.L. DISEASE - POLICY LIMIT : \$ 1,000,000 C Excess Workers Compensation EW1-68N-025031-018 9/1/2018 8/1/2019 Statutory & Employers Liability **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be intected if more space in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Bldg 5 Charleston, WV 25305 **AUTHORIZED REPRESENTATIVE** Valera & Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A-1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	06/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601		5/29/2018	Logan Concrete, Inc Madison Plant @ Madison.	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
201	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F-1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	000000	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	° A-1	650.00
02	CSC2.02.601		10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601		9/28/2018	Logan Concrete F-1 @ Logan, WV	B	606.99
02	TWG1:01.601	10/28/416	9/26/2018	The Wells Group F-1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	05/20/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	B	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells Group F-3 @ Wayne, WV	A	650,00
02	TWG1.04.601		5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	0./27/(8	9/27/2018	The Wells Group F-5 @:Louisa, KY	B 1	650.00
02	WRM1.01.601		12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	B	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	31811712013	9/12/2018	Central Supply F-15 @ Pennsboro; WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	2011/3/20 1 1	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601		8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
.04	CSC1.02.601	0.207/2018	9/7/2018	Central Supply F-2 @ Westover, WV	₿ В	754.51
05	DCX1.01.601	MINER	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	B	650.00
05	FCC1.01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01.601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03.601	的6/40/20存	11/10/2017	Golden Triangle F-3 @ Chester, WV	, B	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1.	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville WV	A-1	594.32
08	CSC1.03.601	03/44/0/6	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	08/27/2018	9/27/2018	Fairfax Concrete F-2 @ Oakland, MD	B	650.00
08	FCC1.04.601	18/2/2018	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650. 0 0
09	BMC1.05.601	12/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	03/13/2018	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
- 10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-1	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	14/15/2018	Gentral Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	2082012	5/8/2018	David Hill Conc. Inc F-2 @ Mabscott, WV:	₿ .	650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00

INFORMATION ATTACHMENT FORM <u>Mandatory</u> - Vendor <u>shall</u> complete this form and return with bid submission. Ready Wix Concrete and CLSM

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one information Attachment form and one bid submission is acceptable.

If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Wyoming Plant	endor should provide the Certified Plant Code. [Is Plant currently certified;
8332 Welch Pineville Rd	(YES) or NO
Welch, WV 24801	Certified Plant Code: L144C
	BMC1.02,601
Per Section 3.2.3 Certified Plant, the Vendor <u>shall</u> provide the sou or the most recent physical street address, city and state. The Ve	
	is Plant currently certified:
	YES or NO
	Certified Plant Code;
	Certified Plant Code:
	Is Plant currently certified: YES or NO Certified Plant Code:
THE RESIDENCE OF THE PROPERTY	uested is HE-122. If a Vendor is bidding an
er Section 3.2.7.1 Calcium Chloride based accelerator brand requal to product, the name and any product identification numbers NO BID	
qual to product, the name and any product identification numbers	s shall be listed below. d requested is Darex Set. If a Vendor is bidding



State of West Virginia Request For Quotation

Procurement Folder: 515901

Document Description: 6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No			Version	Phase
2018-12-07	2018-12-20 13:30:00	ARFQ	0803	DOT1900000023	1	Final

SUPPLIES TO SEE TO SEE	为是是是		The Management of the Manageme
FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			Central Supply Company of WV
BLDG 5, RM A-220			4923 Benedum Dr.
1900 KANAWHA BLVD E		3	Bridgeport, WV 26339
CHARLESTON	wv	25302	
US			304-592-5577

FOR INFORMATION CONTACT THE

Dusty J Smith (304) 558-9398 dusty.j.smith@wv.gov

550402911

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

Date Printed: Dec 07, 2018 Solicifation Number: DOT1900000023

Page: 1

FORM ID : WV-PRC-ARPQ-001

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MAKE SURE YOU DOWNLOAD ALL INFORMATION TERMS AND CONDITIONS-SPECIFICATIONS-PURCHASING AFFIDAVIT PRICING PAGES

क्षा क्षेत्रकारिक होती हैं।			
VARIOUS AGENCY LO AS INDICATED BY OR		STATE OF WEST VIR VARIOUS LOCATIONS	GINIA S AS INDICATED BY ORDER
No City	WV99999	No City	WV 99999
US		us	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price	
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE	0.00000	EA			

Commodity Code	Manufacturer	Model #	Specification	
30111505				
				1

Extended Description

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

SCHEMULES	risyanii (Carattania) ya ma	
<u>Line</u>	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT	2018-12-13
	10AM	

A 1/8 8 1 1 1

	Document Phase	Document Description	Page 3
DOT1900000023	Final	6619C034-READY MIXED PORTLAND	of 3
		CEMENT CONCRETE AND CLS	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. 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.
- 5. 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.
- 6. ALTERNATES: 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 Agency 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.

- 7. 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.
- 8. **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 or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid 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" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
 - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
 - 2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
 - 2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.
 - 2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.7. "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:

Initial Contract Term:	This Contra	ct becomes effective on	award	and
extends for a period of _	one	year(s).		

X

Term Contract

and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within
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 calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 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 and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more. Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
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 above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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: Vendor shall pay liquidated damages in the amount of for 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.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- 14. 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.
- 15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. 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.
- 18. COMPLIANCE: 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.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 20. 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.
- 21. 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.
- 22. 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.

- 23. 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 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

 http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.
- 29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

- 30. LICENSING: 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. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 - ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- 36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 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 with the following reports identified by a checked box below:
 - X Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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 hearth, 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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
 - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
 - b. Solicitation and any documents required by the Solicitation,
 - c. Bid or Proposal,
 - d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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 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.

0 1 1 5 1 0
Central Supply Company of WV
(Full Company Name)
Brug Hove
(Authorized Signature)
Brady Lowther Sales Manager
(Print or Type Name and Title
of Signatory) 304-592-5577
(Phone Number)
304-592-7120
(Fax Number)
(Email address) 1 owther @centratsupply w. carr
(Email address)
12/18/18
(Date)

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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, p	lans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	m received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal re discussion held between Vendor's rep information issued in writing and adde	e receipt of addenda may be cause for rejection of this bid. presentation made or assumed to be made during any ora resentatives and any state personnel is not binding. Only the ed to the specifications by an official addendum is binding.
Central Supply C	company of WV
Full Company Name	,

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

SPECIFICATIONS

- 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).
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section III, Subsection 2 below.
 - 2.2 "Pricing Pages/E-Catalog Spreadsheet" means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 "Solicitation" means the notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Highways.
 - 2.4 "WVDOH" used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 "MCS&T" used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
 - 2.6 "Contractor" or "Vendor" used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 "Standard Specs" used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

3. GENERAL REQUIREMENTS:

3.1. Specifications: The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2 and 109.20.

Materials and equipment shall conform to the requirements of Section 219 and 601.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

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

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

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

 Contract Items 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.
 - 3.2.2 Controlled Low-Strength Material (CLSM): Must meet all requirements of Section 219 of the Standard Specs.
 - 3.2.3 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. The most recent published list, dated 10/03/2018, is attached. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in IM-18, copy attached. These procedures and an electronic may be obtained at:

West Virginia Division of Highways, MCS&T 190 Dry Branch Drive Charleston, West Virginia 25306 304-558-9846

http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the appropriate renewal certification information is provided to MCS&T according to IM-18.

The Vendor <u>shall</u> provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per IM-18, the Vendor should note this on the Information Attachment Sheet.

- 3.2.4 Material Testing: The Vendor will conduct all tests required by the specifications to be performed at the certified plant. Any job site testing required by the Standard Specs will be performed by the WVDOH.
- 3.2.5 Temperature Control: The Vendor is required to meet the temperature requirements as set forth in the Standard Specs.
- 3.2.6 Additional Haul: The Additional Haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the WVDOH District Engineer. The route shall be measured from the Vendor's plant to the job site. All such chosen routes shall have acceptable load limits for both roads and bridges.

The WVDOH District Engineer will calculate the in-state distance utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Route and WV Secondary Routes are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

3.2.7 Admixtures: All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the

Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

Requested products listed below have been pre-certified and pre-approved with MCS&T. If a Vendor is proposing an equal product, the name and any identification numbers <u>shall</u> be listed on the Information Attachment Form,

- **3.2.7.1** Calcium Chloride based accelerator brand requested is HE-122. If a Vendor is proposing an equal Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is proposing an equal Non-Calcium Chloride based accelerator, the name and any product identification numbers shall be listed on the Information Attachment Form.
- **3.2.7.3** Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal Super Plasticizer, the name and any product identification numbers <u>shall</u> be listed on the Information Attachment Form.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to all responsible Vendors that provide the Contract Items meeting the required specifications.

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with IM-18.

- 4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:
 - 4.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column C – Supplier Name should identify the Vendor's Plant name, 3) Column J – List Price shall identify the Vendor's unit price per Contract Item bid. Vendor may bid any or all Contract Items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The unit price quoted for all classes of concrete and all types of CLSM shall include delivery within five miles of the Vendor's plant. Additional Haul has two bid options. Vendor may bid either or both options. If both options are bid by the Vendor, the WVDOH will select the most cost effective option when determining low bid for each project/job.

4.2.2 Information Attachment Form:

4.2.1.1 The Vendor shall provide the Plant Location information, on the Information Attachment Form, that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location address on the Information Attachment Form as requested, the Vendor's bid will be disqualified for that bid submission.

If the Vendor's source provider/plant name is currently certified per IM-18, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.
- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, additional, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheets must be submitted.
 Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission SHALL include the Information Attachment Form AND the Pricing Pages/E-Catalog Spreadsheet. Any bid submitted without the Information Attachment Form WILL BE DISQUALIFIED.

The Pricing Pages/E-Catalog Spreadsheet contains 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.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet and the Information Attachment Form for bid purposes by sending an email request to the following address: angle.j.moorman@wv.gov.

5. **DETERMING LOW BID PER PROJECT:** Using the Information Attachment Forms and the Pricing Pages/E-Catalog Spreadsheets, the WVDOH District Engineer will calculate the lowest overall total cost dependent on plant location and jobsite location for the material cost plus any additional haul cost and/or other billable Contract Items.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Once the low-bid vendor is chosen per project, per Section 5 of the contract specifications, that vendor will receive a Delivery Order from the WVDOH. Product shall not be delivered until a Delivery Order is received.

6.2 Payment: 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

7.1 Delivery Time: Vendor shall deliver standard orders within the number of working

days provided on the Delivery Order after orders are received. Vendor shall deliver emergency orders within an agreed upon delivery date between the WVDOH and the Vendor after orders are received. Vendor shall ship all orders in accordance with the agreed schedule and shall not hold orders until a minimum delivery quantity is met.

7.2 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. 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.
- 7.4 Return of Unacceptable Items: 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 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.

8. ANTI-COLLUSION CLAUSE:

- 8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding:
 - **8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - **8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5 otherwise taken any action in restraint of free competitive bidding.
- 8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
 - **8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - **8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1 The following shall be considered a vendor default under this Contract.
 - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

- 9.1.2 Failure to comply with other specifications and requirements contained herein.
- 9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
 - 9.2.1 Immediate cancellation of the Contract.
 - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained it its bid response.
- 10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4 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: Brady Lowther

Revised 10/27/2014



West Virginia Department of Transportation Division of Highways

Standard Specifications Order Form

O 1 1	- .	
Ordering	Insti	ructions:

Copies of the 2017 Standard Specifications Roads and Bridges and latest Supplemental

along with p	ns may be purchased b roper mailing and billing	y completing this for ng information.	m, indicating th	ne number of	ooks desire
Cont 1900 Build	pleted form by e-mail I ract Administration Div Kanawha Boulevard B ling Five, Room 840 leston, WV 25305	vision	v.gov, or mail to	X	
Delivery Me	thod (check one):	Pick-up 🛛	Mail □ (s&H	fees apply - see be	olow)
Payment Me	thod (check one):	Invoice □	Check (pa)	able to: WV Divis	sion of Highways
Number of Copies		Title		Price Each	Total
	2017 Standard Speci			\$15.00	
	Supplemental Specifi			\$5.00	
	* 1-9 Items		oing and Handli 0.00	ng (S&H) *	
		/		mount Due	
Specif	017 Standard Specifications R Scations Webpage.	ads and Bridges and Supple	mental Specification	s are available free	of charge on the
Customer In	formation:		/		
Company	Name:		\		
ATTENT	ION:			\	
Street Ad	dress:				
City, Stat	e, Zip Code:				
Telephon	e:	Fax:	e-mail:		
	For Office	Use Only (Do not write in	the space below)		

For Of	fice Use Only (Do	not write in	the space belo	w)
Order Filled By: Date:				
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

INFORMATIONAL MEMORANDUM

QUALITY	ASSURA	NCE PRO	CEDURES

- 1.0 PLANT AND EQUIPMENT INSPECTION STICKERS
- 1.1 Physical plants and equipment which prepare materials for or deliver materials to State project shall be regularly inspected and approved by an authorized representative of the Division when such inspections are necessary to insure conformance with Division specifications and directives.
- The inspections and approval shall be witnessed, where applicable, by an inspection sticker supplies by the Materials Control, Soils and Testing Division. The inspection sticker will indicate the following:
 - 1. Name of inspector
 - 2. Date of inspection and
 - 3. Date of expiration of approval
- Inspections may be made at any time at the option of the Division and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.

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- 1.5 Each District will be supplied with inspection stickers numbered consecutively. The first digit of the sticker numbers issued to a District will correspond to the number of that District. The stickers shall be applied, insofar as practicable, in numerical order, and records shall be maintained by each District which will indicate the following:
 - 1. Plant or portion thereof, or singular piece of equipment inspected.
 - Date of inspection.
 - 3. Expiration date of inspection sticker.
 - 4. Number of inspection sticker.
- A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained on FLOW DIAGRAM NO. 1, copy attached.
- 2.0 QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

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2.2 DEFINITION OF TERMS

2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, of course, is an awareness and knowledge of the producer's Quality Control Program and the level of Quality Control which he maintains.

2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification. Quality Control of portland cement concrete is discussed in detail in CD-318.

2.3 GENERAL DISCUSSION

During the past several years, the Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. When this program is fully implemented and effective, then the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

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2.3.1 Portland cement concrete technicians have now been certified and are available in the Contractor-Supplier industry to implement a program of Quality Control (See definition of PORTLAND CONCRETE TECHNICIAN in Subsection 3.2 of CD-318).

- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.3.2.2 and 601.3.2.2 of the Standard Specifications (1968) entitled QUALITY CONTROL TESTING (See CD-318 for interpretation).
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Subarticles 501.3.3.1 and 601.3.3.1 of the Standard Specification (1968).
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division and approval of same as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this memorandum for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials which are to be used in the work, is specified in articles 501.3.1 and 601.3.1 of the Standard Specifications (1968). This requirement will allow commercial concrete suppliers to have laboratory design work done just once a year for the various classes of concrete to be supplied, but this procedure guards against the possibility of source materials changing appreciable from one construction season to the next and affecting the quality of subsequent concrete work.

The foregoing is a significant measure of the Contractor-Supplier (producer) potential to do Quality Control of portland cement concrete. It is expected that this potential will not be utilized with the same effectiveness by all producers.

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Although all producers will probably maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing ad inspection when the level of Quality Control is increased. This knowledge was not acted on in the past because the elements which are essential to Quality Control were not generally available then. Additionally, a minimum acceptable level of Quality Control could not have been practically established in the past because the producer industry, generally, was not equipped to maintain a positive and sustained level of Quality Control.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established (See CD-318 for interpretation). Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a producers plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars) to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing in a prescribed and uniform manner such a Quality Assurance Program.

2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this memorandum and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

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Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average, compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

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2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this memorandum. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by District personnel on random samples taken from plant production, and these test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class Al concrete plants shall be performed by District personnel on a random basis with the frequency specified in Subsection 700.03 of the Construction Manual.

A concrete delivery ticket (Form HL-411) shall be initiated and signed at the plant and accompany each delivery to the project.

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2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete for major Items from Class concrete plants shall be sampled and tested by District personnel on a project- by-project basis with the frequency specified in Subsection 700.03 of the Construction Manual.

Plant inspection at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for major items is being produced for State projects. Concrete for miscellaneous items (See 2.4.8) shall be sampled and tested with the same frequency required in 2.4.5, Class AI plants.

2.4.7 CLASS B PLANTS

Concretes purchased by a Contractor for use on State projects shall be supplied from Class AI or A2 plants. Concretes purchased through competitive bidding with Purchase order contracts shall be supplied from Class AI or A2 plants. (Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects).

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class AI or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance with standard procedures of the Purchasing Division of the Department of Finance and Administration. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled Quality Assurance OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concretes from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 2.4.8.1 Sidewalks not to exceed approximately 50 square meters per day.
- 2.4.8.2 Curb and gutter Not to exceed approximately 150 lineal meters per day.
- 2.4.8.3 Concrete base course and concrete base course widening Not to exceed approximately 50 square meters per day.
- 2.4.8.4 Paving, patching and temporary pavements.
- 2.4.8.5 Building floors and foundations.
- 2.4.8.6 Slope paving and headers.
- 2.4.8.7 Paved ditch.
- 2.4.8.8 Guardrail anchorages.
- 2.4.8.9 Metal pile shells.
- 2.4.8.10 Small culvert headwalls.
- 2.4.8.11 Fence posts.
- 2.4.8.12 Catch basins, manhole bases and inlets.
- 2.4.8.13 Sign, signal and light bases.

FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

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2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase concretes and for inspection and testing direct purchase concretes from Class B plants so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concretes from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used by the Purchasing Division of Department of Finance and Administration to purchase supplied and equipment for government agencies (including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is let to contract, the contract will normally allow for the Contractor to produce or procure the concrete in which event the concrete shall be supplied by a Class Al or A2 plant. If the Division should determine prior to letting work to contract that it would be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the Division may stipulate in the contract documents that the concrete will be supplied to the Contractor by the Division FOB site of work. In this event the purchase of concrete from a Class B plant shall conform to the requirements specified in Article 2.5.4.

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When highway work requiring portland cement concrete is being done by Division forces and it is found to be impractical or uneconomical to obtain concrete from a Class AI or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the Department of Finance and Administration. The method of specifying direct purchase concrete shall be as follows:

- (1) Specify the class of concrete.
- (2) Specify that the concrete mix design will be furnished by the Division.
- (3) Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.
- (4) Specify that the inspector shall execute FORM OC-411 which will accompany each load of concrete to the site of the work.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

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FLOW DIAGRAM NO. 2 is made a part of this memorandum and gives detailed information on the organization and operation of the Quality Assurance procedures.

Sary L. Robson, Director Materials Control, Sails and Testing Division

GLR:w

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2018 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 SELOW. 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(les) 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 rights to the certificate holder in lieu of such endorsement(s). PROBUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 CONTACT NAME: Valerie Reece PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No): 513-867-3822 CMeCertProduction@libertymutual.com INSURER(S) AFFORDING COVERAGE NAIC www.LibertyMutual.com INSURER A: Liberty Mutual Fire Insurance Company 23035 INSURED Central Supply Company of WV INSURER B.: Liberty Insurance Corporation 42404 INSURER C: Liberty Mutual Insurance Company 4923 Benedum Drive 23043 NSURER D : Bridgeport, WV 26330 NSURER E INSURER F : COVERAGES **CERTIFICATE NUMBER: 43786474** 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. **REVISION NUMBER:** ADDL SUBR TYPE OF INSURANCE POLICY NUMBER. COMMERCIAL GENERAL LIABILITY TB2-C81-004095-118 9/1/2018 9/1/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea OCCURRICE) \$2,000,000 CLAIMS MADE / OCCUR \$250,000 XCU Coverage Included Primary/Non-Contributory MED EXP (Any one person) \$50,000 ✓ Separation of Insured. PERSONAL & ADV INJURY \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER. GENERAL AGGREGATE s 2.000,000 POLICY / PRO PRODUCTS - COMPIOP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY AS2-C81-004095-128 9/1/2018 9/1/2019 \$2,000,000 ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-CONNED AUTOS ONLY AS2-C81-054502-528 9/1/2018 9/1/2019 BODILY INJURY (Per accident) Physical Damage only: \$ PROPERTY DAMAGE Comprehensive Ded \$10,000 \$ Collision Ded \$10,000 \$ UMBRELLA LIAE OCCUR EACH OCCURRENCE 5 EXCESS LIAB CLAIMS MADE AGGREGATE \$ RETENTIONS DEB. LEE I RETENTIONS
WORKERS COMPENSATION
AND EMPLOYERS LABILITY
ANYPROPRIET OR PARTNER/EXECUTIVE
OFFICER/MEMBEREXCLUDED?
(Mandatory in NH)
If yes, describe under WA7-C8D-004095-028 9/1/2018 9/1/2019 STATUTE All except OH, ND, WA, WY E.L. EACH ACCIDENT N \$1,000,000 l ves. describe under loss describe under loss describe under loss describe under loss described los d WC7-C81-004095-018 9/1/2018 9/1/2019 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISBASE - POLICY LIMIT | \$ 1,000,000 EW1-68N-025031-018 9/1/2018 9/1/2019 Statutory **Employers Liability** \$750,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space in required) CERTIFICATE HOLDER CANCELLATION State of West Virginia SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE, THE EXPERATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 1900 Kanawha Blvd E Blda 5 Charleston, WV 25305 AUTHORIZED REPRESENTATIVE Valera & Ruce Valerie Reece

ACORD 25 (2016/03)

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West Virginia Department of Transportation

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
	CSC1.16.601	06/25/2018	12/25/2018	Central Supply F-16 @ Parsons	A -1	650.00
01	CSC2.01.601	09/12/2018	3/12/2019	-Claxton Smith Concrete F-1 @ Poca, WV	A-1	650.00
01	CSC2.03.601	09/11/2018	3/11/2019	Claxton Smith Concrete F-3 @ Charleston, WV	A-1	430.31
01	ERM1.02.601	08/13/2018	12/13/2018	Hanson Ready Mix F-2 @ Gallipolis, OH	A-1	650.00
01	ERM1.05.601	09/05/2018	3/5/2019	Hanson Ready Mix F-5 @ Winfield, WV	A-1	568.28
01	ERM1.07.601	09/07/2018	3/7/2019	Hanson Ready Mix F-7 @ Charleston, WV	A-1	655.79
01	ERM1.09.601	09/05/2018	3/5/2019	Hanson Ready Mix F-9 @ Winfield, WV (Transit)	A-1	650.00
01	MRM2.01.601	1129/2017	5/29/2018	Logan Concrete, Inc Madison Plant @ Madison,	В	553.44
01	MRM3.01.601	09/27/2018	3/27/2019	Mozack Ready Mix, Winfield WV	A-1	741.81
01	RRM1.01.601	09/24/2018	3/24/2019	Rumble Ready Mix F.1 @ Winfield, WV	A-2	758.03
01	RRM1.02.601	40/018/2017	4/5/2018	Rumble Ready Mix F-2 @ Belle, WV	В	717.48
.01	VBC1.03.601	07/18/2018	1/18/2019	Gardinal Concrete @ Robertsburg	. A-1	650.00
02	CSC2.02.601	1449201	10/19/2017	Claxton Smith Concrete F-2 @ Culloden, WV	В	650.00
02	ERM1.08.601	05/08/2017	11/8/2017	Hanson Ready Mix F-8 @ Huntington, WV	В	650.00
02	LCC1.01.601	03/282018	9/28/2018	Logan Concrete F-1 @ Logan, WV	В	606.99
02	TWG1.01.601	08/28 2018	9/26/2018	The Wells Group F-1 @ South Williamson, KY	В	650.00
02	TWG1.02.601	03/26/2018	9/26/2018	The Wells Group F-2 @ Lovely, KY	В	650.00
02	TWG1.03.601	07/19/2018	1/19/2019	The Wells.Group F-3 @ Wayne, WV	A-1	650.00
02	TWG1.04.601	1305 20 6	5/5/2017	The Wells Group F-4 @ Cannonsburg, KY	В	650.00
02	TWG1.05.601	03/27/2018	9/27/2018	The Wells Group F-5 @ Louisa; KY	B (650.00
02	WRM1.01.601	06/07/2047	12/7/2017	Wrightway Ready Mix @ Holden, WV	В	650.00
03	CCC1.01.601	04/03/2018	10/3/2018	Cardinal Concrete F-1 @ Ravenswood, WV	В	431.57
03	CCC1.02.601	04/16/2018	10/16/2018	Cardinal Concrete F-2 @ Parkersburg, WV	A-2	780.41
03	CSC1.15.601	183/121/18	9/12/2018	Central Supply F-15 @ Pennsborg: WV	В	650.00
03	ERM1.06.601	07/24/2018	1/24/2019	Hanson Ready Mix F-6 @ Parkersburg, WV	A-1	631.37
03	SCC1.01.601	103/15/2018	9/13/2018	Smith Concrete F-1 @ Porterfield, OH	В	735.63
03	SCC1.02.601	04/20/2018	8/20/2018	Smith Concrete F-2 @ Reno, OH	В	650.00
04	CCC1.03.601	09/10/2018	3/10/2019	Cardinal Concrete F-3 @ Bridgeport, WV	A-1	649.34
04	CSC1.01.601	09/07/2018	3/7/2019	Central Supply F-1 @ Saltwell, WV	A-1	691.45
04	CSC1.02.601	503/67/ 80 18	9/7/2018	Central Supply F-2 @ Westover, WV) B	754.51
05	DCX1.01.601	1410 112 0 18	10/3/2018	Dan Lee Co. F-1 @ Inwood, WV (Transit)	В	650.00
05	FCC1,01.601	09/19/2018	3/19/2019	Fairfax Concrete F-1 @ Scherr WV	A-1	678.31

Portland Cement Concrete Plant Evaluation

Effective Date: 10/3/2018

District	P/S Code	Last Inspection Date	Sticker Expires	Concrete Plant Name	Rating	Standard Deviation
05	FCC1.05.601	09/04/2018	3/4/2019	Allegany Concrete F-5 W Short Gap WV (Transit)	A-1	650.00
05	TBH1.01:601	09/13/2018	3/13/2019	Thomas, Bennet & Hunter, Inc @ Martinsburg, W	A-1	786.52
06	DCC1.01.601	08/09/2018	2/9/2019	D.W. Dickey Concrete @ Steubenville, OH	A-1	650.00
06	ERM1.03.601	05/15/2018	11/15/2018	Hanson Ready-Mix F-3 @ New Martinsville, WV	A-1	641.05
06	ERM1.04.601	05/16/2018	11/16/2018	Hanson Ready Mix F-4 @ McMechen WV	A-1	570.16
06	GTC1.03,601	16/10/2017	11/10/2017	Golden Triangle F-3 @ Chëster, WV	В	454.63
06	TSC1.01.601	04/05/2018	10/5/2018	Tri-Son Concrete Inc F-1 @ Bellaire, OH	A-2	937.39
06	TSC1.02.601	04/05/2018	10/5/2018	Tri-Son Concrete, Inc. F-2 @ Morristown, OH	A-1	650.00
06	WIC1.01.601	03/30/2018	9/30/2018	Weirton Ice & Coal @ Weirton, WV	В	894.69
07	ACX1.01.601	09/12/2018	3/12/2019	Central Supply F-8 @ Buckhannon	A-1	520.44
07	CSC1.04.601	09/18/2018	3/18/2019	Central Supply F-4 @ Gassaway, WV	A-1	536.92
07	CSC1.05.601	09/18/2018	3/18/2019	Central Supply F-5 @ Glenville WV	A-1	594.32
08	CSC1,03.601	03/10/01	9/14/2018	Central Supply F-3 @ Elkins, WV	В	679.95
08	FCC1.02.601	1875 720 V	9/27/2018	Pairfak Concrete F-2 @ Oakland, MD	В	650.00
08	FCC1.04.601	TIE PARENTAL	9/27/2018	Fairfax Concrete F-4 @ Thomas WV	В	650.00
09	BMC1.01.601	05/29/2018	11/29/2018	Central Supply F-9 @ Summersville, WV	A-1	650.00
09	BMC1.05.601	12/04/2017	6/4/2018	Central Supply F-13 @ Alta, WV	В	909.45
- 09	GRM1.01.601	05/29/2018	11/29/2018	Greenbrier Ready Mix, Caldwell WV	A-1	650.00
09	SSC1.01.601	03/(3/20/8	9/13/2018	Superior Supply @ Caldwell, WV	В	650.00
10	BMC1.02.601	05/14/2018	11/14/2018	Central Supply F-10 @ Wolfpen, WV	A-f	650.00
10	BMC1.03.601	05/15/2018	11/15/2018	Central Supply F-11 @ Princeton, WV	A-2	620.47
10	BMC1.04.601	05/15/2018	14/15/2018	Gentral Supply F-12 @ Bluefield, WV	A-1	650.00
10	BMC1.06.601	05/10/2018	11/10/2018	Central Supply F-14 @ Beckley, WV	A-2	850.96
10	DHC1.02.601	F 10:120 24	5/8/2018	David Hill Cone Inc F-2 @ Mabscott WV		650.00
10	JRM1.01.601	09/01/2018	3/1/2019	Jowar Ready Mix @ laeger, WV	A-1	650.00
1.0						