



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 827738
Solicitation Description: ADDENDUM# 1
 READY MIXED PORTLAND CEMENT CONCRETE & CLSM
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-17 14:30	SR 0803 ESR02162100000005542	1

VENDOR
 000000218591
 THE WELLS GROUP LLC

Solicitation Number: ARFQ 0803 DOT2100000028
Total Bid: 0
Response Date: 2021-02-16
Response Time: 15:33:04
Comments:

FOR INFORMATION CONTACT THE BUYER
 Tina L Lewis
 304-414-6859
 tina.l.lewis@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments: Unit price is not \$0.00. Pricing is on attachment.

Extended Description:

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City US	WV 99999	No City US	WV 99999

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

Comm Code	Manufacturer	Specification	Model #
30111505			

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10:00AM	2021-02-08

	Document Phase	Document Description	Page 3
DOT2100000028	Final	READY MIXED PORTLAND CEMENT CONCRETE & CLSM BY COUNTY	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor# 000000218591

Item No.	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	ODDSCOPE	FAYETTE	GLUMER	GRANT	GREENERIER	HAMPSHIRE	HANDCOCK	HARDY
				UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST
1	Class A Concrete 2-2.99 CY		CY	No Bid							
2	Class A Concrete 3-3.99 CY		CY	No Bid							
3	Class A Concrete 4-4.99 CY		CY	No Bid							
4	Class A Concrete 5 CY & OVR		CY	No Bid							
5	Class B Concrete 2-2.99 CY		CY	\$323.50							
6	Class B Concrete 3-3.99 CY		CY	\$286.50							
7	Class B Concrete 4-4.99 CY		CY	\$209.50							
8	Class B Concrete 5 CY & OVR		CY	\$152.25							
9	Class C Concrete 2-2.99 CY		CY	No Bid							
10	Class C Concrete 3-3.99 CY		CY	No Bid							
11	Class C Concrete 4-4.99 CY		CY	No Bid							
12	Class C Concrete 5 CY & OVR		CY	No Bid							
13	Class D Concrete 2-2.99 CY		CY	No Bid							
14	Class D Concrete 3-3.99 CY		CY	No Bid							
15	Class D Concrete 4-4.99 CY		CY	No Bid							
16	Class D Concrete 5 CY & OVR		CY	No Bid							
17	Class H Concrete 2-2.99 CY		CY	\$394.25							
18	Class H Concrete 3-3.99 CY		CY	\$337.25							
19	Class H Concrete 4-4.99 CY		CY	\$280.25							
20	Class H Concrete 5 CY & OVR		CY	\$223.25							
21	Class K Concrete 2-2.99 CY		CY	\$330.00							
22	Class K Concrete 3-3.99 CY		CY	\$274.00							
23	Class K Concrete 4-4.99 CY		CY	\$216.00							
24	Class K Concrete 5 CY & OVR		CY	\$159.00							
25	Mod ClassK Concrete 2-2.99CY		CY	No Bid							
26	Mod ClassK Concrete 3-3.99CY		CY	No Bid							
27	Mod ClassK Concrete 4-4.99CY		CY	No Bid							
28	Mod ClassK Concrete 5CY & OVR		CY	No Bid							
29	CLSM Type A 2-2.99 CY		CY	No Bid							
30	CLSM Type A 3-3.99 CY		CY	No Bid							
31	CLSM Type A 4-4.99 CY		CY	No Bid							
32	CLSM Type A 5-5.99 CY		CY	No Bid							
33	CLSM Type B 2-2.99 CY		CY	\$296.00							
34	CLSM Type B 3-3.99 CY		CY	\$239.00							
35	CLSM Type B 4-4.99 CY		CY	\$181.50							
36	CLSM Type B 5 CY & OVR		CY	\$125.00							
37	CLSM Type C 2-2.99 CY		CY	\$313.00							
38	CLSM Type C 3-3.99 CY		CY	\$256.00							
39	CLSM Type C 4-4.99 CY		CY	\$199.00							
40	CLSM Type C 5 CY & OVR		CY	\$142.00							
41	Option A CY over 5 miles		CY	No Bid							
42	Option B TL over 5 miles		TRK	\$10.00							
43	Prov Class B using Sil Sand		CY	No Bid							
44	Chg increased cement CY		CY	\$12.75							
45	Water-reducing set retarder CY		CY	\$8.00							
46	Water reducer CY		CY	No Bid							
47	Calcium chloride OZ		OZ	No Bid							
48	Non-calcium chloride per OZ		OZ	\$0.12							
49	Super plasticizer CY		OZ	\$0.15							
50	Fiber per CY		CY	\$7.50							
51	Heated Concrete CY		CY	\$6.00							
52	Ice per Pound		LE	\$0.70							
53	Cement Trnsptd Vendor CY		CY	No Bid							
54	Cement Trnsptd by DOH CY		CY	No Bid							
55	Penalty Chg per Truck Minute		TRM	\$2.00							
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form				The Wells Group, LLC Plant CCC 03.601 150 Marcellus Way Bridgeport, WV 26330 and The Wells Group, LLC Plant CCC 02.601 402 Buckeye Street Parkersburg, WV 26101							

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor#00000218591

Item Num	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	HARRISON	JACKSON	JEFFERSON	KANAWHA	LEWIS	LINCOLN	LOGAN	MEDDOWELL
				UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST
1	Class A Concrete 2-2.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
2	Class A Concrete 3-3.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
3	Class A Concrete 4-4.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
4	Class A Concrete 5 CY & OVR		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
5	Class B Concrete 2-2.99 CY		CY	\$323.50	\$187.00		\$187.00	\$323.50	\$200.00	\$200.00	
6	Class B Concrete 3-3.99 CY		CY	\$286.50	\$174.00		\$174.00	\$286.50	\$190.00	\$190.00	
7	Class B Concrete 4-4.99 CY		CY	\$209.50	\$154.50		\$154.50	\$209.50	\$180.00	\$180.00	
8	Class B Concrete 5 CY & OVR		CY	\$152.25	\$154.50		\$154.50	\$152.25	\$173.00	\$173.00	
9	Class C Concrete 2-2.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
10	Class C Concrete 3-3.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
11	Class C Concrete 4-4.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
12	Class C Concrete 5 CY & OVR		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
13	Class D Concrete 2-2.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
14	Class D Concrete 3-3.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
15	Class D Concrete 4-4.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
16	Class D Concrete 5 CY & OVR		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
17	Class H Concrete 2-2.99 CY		CY	\$394.25	\$234.00		\$234.00	\$394.25	\$270.00	\$270.00	
18	Class H Concrete 3-3.99 CY		CY	\$337.25	\$216.00		\$216.00	\$337.25	\$250.00	\$250.00	
19	Class H Concrete 4-4.99 CY		CY	\$280.25	\$206.50		\$206.50	\$280.25	\$230.00	\$230.00	
20	Class H Concrete 5 CY & OVR		CY	\$223.25	\$204.50		\$204.50	\$223.25	\$215.00	\$215.00	
21	Class K Concrete 2-2.99 CY		CY	\$330.00	\$196.00		\$196.00	\$330.00	\$203.00	\$203.00	
22	Class K Concrete 3-3.99 CY		CY	\$274.00	\$186.00		\$186.00	\$274.00	\$195.00	\$195.00	
23	Class K Concrete 4-4.99 CY		CY	\$216.00	\$163.50		\$163.50	\$216.00	\$187.00	\$187.00	
24	Class K Concrete 5 CY & OVR		CY	\$159.00	\$163.50		\$163.50	\$159.00	\$180.00	\$180.00	
25	Mod ClassK Concrete 2-2.99CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
26	Mod ClassK Concrete 3-3.99CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
27	Mod ClassK Concrete 4-4.99CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
28	Mod ClassK Concrete 5CY & OVR		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
29	CLSM Type A 2-2.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
30	CLSM Type A 3-3.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
31	CLSM Type A 4-4.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
32	CLSM Type A 5-5.99 CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
33	CLSM Type B 2-2.99 CY		CY	\$296.00	\$165.00		\$165.00	\$296.00	\$170.00	\$170.00	
34	CLSM Type B 3-3.99 CY		CY	\$239.00	\$155.00		\$155.00	\$239.00	\$160.00	\$160.00	
35	CLSM Type B 4-4.99 CY		CY	\$181.50	\$135.00		\$135.00	\$181.50	\$148.00	\$148.00	
36	CLSM Type B 5 CY & OVR		CY	\$125.00	\$132.00		\$132.00	\$125.00	\$140.00	\$140.00	
37	CLSM Type C 2-2.99 CY		CY	\$313.00	\$184.00		\$184.00	\$313.00	\$188.00	\$188.00	
38	CLSM Type C 3-3.99 CY		CY	\$256.00	\$169.00		\$169.00	\$256.00	\$170.00	\$170.00	
39	CLSM Type C 4-4.99 CY		CY	\$199.00	\$146.00		\$146.00	\$199.00	\$153.00	\$153.00	
40	CLSM Type C 5 CY & OVR		CY	\$142.00	\$143.50		\$143.50	\$142.00	\$145.00	\$145.00	
41	Option A CY over 5 miles		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
42	Option B TL over 5 miles		TRFL	\$10.00	\$10.00		10.00	\$10.00	10.00	10.00	
43	Prov Class B using Sil Sand		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
44	Chg increased cement CY		CY	\$12.75	\$12.75		\$12.75	\$12.75	\$12.75	\$12.75	
45	Water-reducing set retarder CY		CY	\$8.00	\$8.00		8.00	\$8.00	8.00	8.00	
46	Water reducer CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
47	Calcium chloride OZ		OZ	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
48	Non-calcium chloride per OZ		OZ	\$0.12	\$0.12		0.12	\$0.12	0.12	0.12	
49	Super plasticizer CY		OZ	\$0.15	\$0.15		0.15	\$0.15	0.15	0.15	
50	Fiber per CY		CY	\$7.50	\$7.50		7.50	\$7.50	7.50	7.50	
51	Heated Concrete CY		CY	\$6.00	\$6.00		6.00	\$6.00	6.00	6.00	
52	Ice per Pound		LB	\$0.70	\$0.70		0.70	\$0.70	0.70	0.70	
53	Cement trnsptd Vendor CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
54	Cement trnsptd by DOH CY		CY	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid	
55	Penalty Chg per Truck Minute		TRFM	\$2.00	\$2.00		2.00	\$2.00	2.00	2.00	
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form)				The Wells Group, LLC CCC 03.601 150 Marcellus Way Bridgeport, WV 26330	The Wells Group, LLC CCC 01.601 105 Sycamore Street Ravenswood, WV 26164		The Wells Group, LLC VECI 03.601 3312 Charleston Road Leon, WV 25123	The Wells Group, LLC CCC 03.601 150 Marcellus Ways Bridgeport, WV 26330	The Wells Group, LLC CCC 01.601 209 Powerhouse drive Logan, WV 25601	The Wells Group, LLC CCC 01.601 209 Powerhouse drive Logan, WV 25601	

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor # 000000218591

Item Num	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	MARION	MARSHALL	MASON	MERCER	MINERAL	MINGO	MONONGAHLA	MONROE
				UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	
1	Class A Concrete 2-2.99 CY		CY	No Bid		No Bid			No Bid		
2	Class A Concrete 3-3.99 CY		CY	No Bid		No Bid			No Bid		
3	Class A Concrete 4-4.99 CY		CY	No Bid		No Bid			No Bid		
4	Class A Concrete 5 CY & OVR		CY	No Bid		No Bid			No Bid		
5	Class B Concrete 2-2.99 CY		CY	\$323.50		\$187.00			\$200.00		
6	Class B Concrete 3-3.99 CY		CY	\$286.50		\$174.00			\$190.00		
7	Class B Concrete 4-4.99 CY		CY	\$209.50		\$154.50			\$180.00		
8	Class B Concrete 5 CY & OVR		CY	\$152.25		\$154.50			\$173.00		
9	Class C Concrete 2-2.99 CY		CY	No Bid		No Bid			No Bid		
10	Class C Concrete 3-3.99 CY		CY	No Bid		No Bid			No Bid		
11	Class C Concrete 4-4.99 CY		CY	No Bid		No Bid			No Bid		
12	Class C Concrete 5 CY & OVR		CY	No Bid		No Bid			No Bid		
13	Class D Concrete 2-2.99 CY		CY	No Bid		No Bid			No Bid		
14	Class D Concrete 3-3.99 CY		CY	No Bid		No Bid			No Bid		
15	Class D Concrete 4-4.99 CY		CY	No Bid		No Bid			No Bid		
16	Class D Concrete 5 CY & OVR		CY	No Bid		No Bid			No Bid		
17	Class H Concrete 2-2.99 CY		CY	\$394.25		\$234.00			\$270.00		
18	Class H Concrete 3-3.99 CY		CY	\$337.25		\$216.00			\$250.00		
19	Class H Concrete 4-4.99 CY		CY	\$280.25		\$206.50			\$230.00		
20	Class H Concrete 5 CY & OVR		CY	\$223.25		\$204.50			\$215.00		
21	Class K Concrete 2-2.99 CY		CY	\$330.00		\$196.00			\$203.00		
22	Class K Concrete 3-3.99 CY		CY	\$274.00		\$186.00			\$195.00		
23	Class K Concrete 4-4.99 CY		CY	\$216.00		\$163.50			\$187.00		
24	Class K Concrete 5 CY & OVR		CY	\$159.00		\$163.50			\$180.00		
25	Mod ClassK Concrete 2-2.99CY		CY	No Bid		No Bid			No Bid		
26	Mod ClassK Concrete 3-3.99CY		CY	No Bid		No Bid			No Bid		
27	Mod ClassK Concrete 4-4.99CY		CY	No Bid		No Bid			No Bid		
28	Mod ClassK Concrete 5CY & OVR		CY	No Bid		No Bid			No Bid		
29	CLSM Type A 2-2.99 CY		CY	No Bid		No Bid			No Bid		
30	CLSM Type A 3-3.99 CY		CY	No Bid		No Bid			No Bid		
31	CLSM Type A 4-4.99 CY		CY	No Bid		No Bid			No Bid		
32	CLSM Type A 5-5.99 CY		CY	No Bid		No Bid			No Bid		
33	CLSM Type B 2-2.99 CY		CY	\$296.00		\$165.00			170.00		
34	CLSM Type B 3-3.99 CY		CY	\$239.00		\$155.00			160.00		
35	CLSM Type B 4-4.99 CY		CY	\$181.50		\$135.00			148.00		
36	CLSM Type B 5 CY & OVR		CY	\$125.00		\$132.00			140.00		
37	CLSM Type C 2-2.99 CY		CY	\$313.00		\$184.00			188.00		
38	CLSM Type C 3-3.99 CY		CY	\$256.00		\$169.00			170.00		
39	CLSM Type C 4-4.99 CY		CY	\$199.00		\$146.00			153.00		
40	CLSM Type C 5 CY & OVR		CY	\$142.00		\$143.50			145.00		
41	Option A CY over 5 miles		CY	No Bid		No Bid			No Bid		
42	Option B TL over 5 miles		TRM	\$10.00		\$10.00			10.00		
43	Prov Class B using Sil Sand		CY	No Bid		No Bid			No Bid		
44	Chg increased cement CY		CY	\$12.75		\$12.75			\$12.75		
45	Water-reducing set retarder CY		CY	\$8.00		\$8.00			8.00		
46	Water reducer CY		CY	No Bid		No Bid			No Bid		
47	Calcium chloride OZ		OZ	No Bid		No Bid			No Bid		
48	Non-calcium chloride per OZ		OZ	\$0.12		\$0.12			0.12		
49	Super plasticizer CY		OZ	\$0.15		\$0.15			0.15		
50	Fiber per CY		CY	\$7.50		\$7.50			7.50		
51	Heated Concrete CY		CY	\$6.00		\$6.00			6.00		
52	Ice per Pound		LB	\$0.70		\$0.70			0.70		
53	Cement trnsptd Vendor CY		CY	No Bid		No Bid			No Bid		
54	Cement trnsptd by DOH CY		CY	No Bid		No Bid			No Bid		
55	Penalty Chg per Truck Minute		TRM	\$2.00		\$2.00			2.00		
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form				The Wells Group, LLC 0001 03.601 150 Marcellus Way Bridgeport, WV 26330	The Wells Group, LLC 0001 01.601 105 Sycamore Street Ravenswood, WV 26164	The Wells Group, LLC VE01 03.601 33112 Charleston Road Leon, WV 25123			The Wells Group, LLC L001 01.601 209 Powerhouse drive Logan, WV 25601		

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor # 000000218591

Item Num	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	MORGAN	NO-CLAS	CHC	PENDELTON	PLEASANTS	POCAHONTAS	PRESTON	PUTNAM
				UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST	UNT COST
1	Class A Concrete 2-2.99 CY		CY					No Bid			No Bid
2	Class A Concrete 3-3.99 CY		CY					No Bid			No Bid
3	Class A Concrete 4-4.99 CY		CY					No Bid			No Bid
4	Class A Concrete 5 CY & OVR		CY					No Bid			No Bid
5	Class B Concrete 2-2.99 CY		CY					\$182.00			\$187.00
6	Class B Concrete 3-3.99 CY		CY					\$174.00			\$174.00
7	Class B Concrete 4-4.99 CY		CY					\$149.50			\$154.50
8	Class B Concrete 5 CY & OVR		CY					\$149.50			\$154.50
9	Class C Concrete 2-2.99 CY		CY					No Bid			No Bid
10	Class C Concrete 3-3.99 CY		CY					No Bid			No Bid
11	Class C Concrete 4-4.99 CY		CY					No Bid			No Bid
12	Class C Concrete 5 CY & OVR		CY					No Bid			No Bid
13	Class D Concrete 2-2.99 CY		CY					No Bid			No Bid
14	Class D Concrete 3-3.99 CY		CY					No Bid			No Bid
15	Class D Concrete 4-4.99 CY		CY					No Bid			No Bid
16	Class D Concrete 5 CY & OVR		CY					No Bid			No Bid
17	Class H Concrete 2-2.99 CY		CY					\$223.00			\$234.00
18	Class H Concrete 3-3.99 CY		CY					\$206.00			\$216.00
19	Class H Concrete 4-4.99 CY		CY					\$196.50			\$206.50
20	Class H Concrete 5 CY & OVR		CY					\$194.50			\$204.50
21	Class K Concrete 2-2.99 CY		CY					\$189.50			\$196.00
22	Class K Concrete 3-3.99 CY		CY					\$181.00			\$186.00
23	Class K Concrete 4-4.99 CY		CY					\$158.50			\$163.50
24	Class K Concrete 5 CY & OVR		CY					\$156.50			\$163.50
25	Mod ClassK Concrete 2-2.99CY		CY					No Bid			No Bid
26	Mod ClassK Concrete 3-3.99CY		CY					No Bid			No Bid
27	Mod ClassK Concrete 4-4.99CY		CY					No Bid			No Bid
28	Mod ClassK Concrete 5CY & OVR		CY					No Bid			No Bid
29	CLSM Type A 2-2.99 CY		CY					No Bid			No Bid
30	CLSM Type A 3-3.99 CY		CY					No Bid			No Bid
31	CLSM Type A 4-4.99 CY		CY					No Bid			No Bid
32	CLSM Type A 5-5.99 CY		CY					No Bid			No Bid
33	CLSM Type B 2-2.99 CY		CY					\$160.00			\$165.00
34	CLSM Type B 3-3.99 CY		CY					\$150.00			\$155.00
35	CLSM Type B 4-4.99 CY		CY					\$130.00			\$135.00
36	CLSM Type B 5 CY & OVR		CY					\$127.00			\$132.00
37	CLSM Type C 2-2.99 CY		CY					\$171.00			\$184.00
38	CLSM Type C 3-3.99 CY		CY					\$164.00			\$169.00
39	CLSM Type C 4-4.99 CY		CY					\$141.00			\$146.00
40	CLSM Type C 5 CY & OVR		CY					\$138.50			\$143.50
41	Option A CY over 5 miles		CY					No Bid			No Bid
42	Option B TL over 5 miles		TRM					\$10.00			\$10.00
43	Prov Class B using Sil Sand		CY					No Bid			No Bid
44	Chg increased cement CY		CY					\$12.75			\$12.75
45	Water-reducing set retarder CY		CY					\$8.00			\$8.00
46	Water reducer CY		CY					No Bid			No Bid
47	Calcium chloride OZ		OZ					No Bid			No Bid
48	Non-calcium chloride per OZ		OZ					\$0.12			\$0.12
49	Super plasticizer CY		OZ					\$0.15			\$0.15
50	Fiber per CY		CY					\$7.50			\$7.50
51	Heated Concrete CY		CY					\$6.00			\$6.00
52	Ice per Pound		LE					\$0.70			\$0.70
53	Cement trnsptd Vendor CY		CY					No Bid			No Bid
54	Cement trnsptd by DOH CY		CY					No Bid			No Bid
55	Penalty Chg per Truck Minute		TRM					\$2.00			\$2.00
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form											
								The Wells Group, LLC 0001 02.601 402 Buckeye Street Parkersburg, WV 26101			The Wells Group, LLC VBCI 03.601 3312 Charleston Road Leon, WV 25123

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor #00000218591

Item Num	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	RALEIGH	RANDOLPH	RITCHIE	ROANE	SUMMERS	TAYLOR	TODD	TYLER	
				UNT COST								
1	Class A Concrete 2-2.99 CY		CY			No Bid	No Bid				No Bid	
2	Class A Concrete 3-3.99 CY		CY			No Bid	No Bid				No Bid	
3	Class A Concrete 4-4.99 CY		CY			No Bid	No Bid				No Bid	
4	Class A Concrete 5 CY & OVR		CY			No Bid	No Bid				No Bid	
5	Class B Concrete 2-2.99 CY		CY			\$182.00	\$187.00				\$323.50	
6	Class B Concrete 3-3.99 CY		CY			\$174.00	\$89.00				\$286.50	
7	Class B Concrete 4-4.99 CY		CY			\$149.50	\$159.50				\$209.50	
8	Class B Concrete 5 CY & OVR		CY			\$149.50	\$159.50				\$152.25	
9	Class C Concrete 2-2.99 CY		CY			No Bid	No Bid				No Bid	
10	Class C Concrete 3-3.99 CY		CY			No Bid	No Bid				No Bid	
11	Class C Concrete 4-4.99 CY		CY			No Bid	No Bid				No Bid	
12	Class C Concrete 5 CY & OVR		CY			No Bid	No Bid				No Bid	
13	Class D Concrete 2-2.99 CY		CY			No Bid	No Bid				No Bid	
14	Class D Concrete 3-3.99 CY		CY			No Bid	No Bid				No Bid	
15	Class D Concrete 4-4.99 CY		CY			No Bid	No Bid				No Bid	
16	Class D Concrete 5 CY & OVR		CY			No Bid	No Bid				No Bid	
17	Class H Concrete 2-2.99 CY		CY			\$223.00	\$239.00				\$394.25	
18	Class H Concrete 3-3.99 CY		CY			\$206.00	\$221.00				\$337.25	
19	Class H Concrete 4-4.99 CY		CY			\$196.50	\$211.50				\$280.25	
20	Class H Concrete 5 CY & OVR		CY			\$194.50	\$209.50				\$223.25	
21	Class K Concrete 2-2.99 CY		CY			\$189.50	\$201.00				\$330.00	
22	Class K Concrete 3-3.99 CY		CY			\$181.00	\$191.00				\$274.00	
23	Class K Concrete 4-4.99 CY		CY			\$158.50	\$168.50				\$216.00	
24	Class K Concrete 5 CY & OVR		CY			\$156.50	\$168.50				\$159.00	
25	Mod ClassK Concrete 2-2.99CY		CY			No Bid	No Bid				No Bid	
26	Mod ClassK Concrete 3-3.99CY		CY			No Bid	No Bid				No Bid	
27	Mod.ClassK Concrete 4-4.99CY		CY			No Bid	No Bid				No Bid	
28	Mod.ClassK Concrete 5CY & OVR		CY			No Bid	No Bid				No Bid	
29	CLSM Type A 2-2.99 CY		CY			No Bid	No Bid				No Bid	
30	CLSM Type A 3-3.99 CY		CY			No Bid	No Bid				No Bid	
31	CLSM Type A 4-4.99 CY		CY			No Bid	No Bid				No Bid	
32	CLSM Type A 5-5.99 CY		CY			No Bid	No Bid				No Bid	
33	CLSM Type B 2-2.99 CY		CY			\$160.00	\$170.00				\$296.00	
34	CLSM Type B 3-3.99 CY		CY			\$150.00	\$160.00				\$239.00	
35	CLSM Type B 4-4.99 CY		CY			\$130.00	\$140.00				\$181.50	
36	CLSM Type B 5 CY & OVR		CY			\$127.00	\$137.00				\$125.00	
37	CLSM Type C 2-2.99 CY		CY			\$171.00	\$189.00				\$313.00	
38	CLSM Type C 3-3.99 CY		CY			\$164.00	\$174.00				\$256.00	
39	CLSM Type C 4-4.99 CY		CY			\$141.00	\$151.00				\$199.00	
40	CLSM Type C 5 CY & OVR		CY			\$138.50	\$148.50				\$142.00	
41	Option A CY over 5 miles		CY			No Bid	No Bid				No Bid	
42	Option B TL over 5 miles		TRM			\$10.00	\$10.00				\$10.00	
43	Prov Class B using Sil Sand		CY			No Bid	No Bid				No Bid	
44	Chg increased cement CY		CY			\$12.75	\$12.75				\$12.75	
45	Water-reducing set retarder CY		CY			\$8.00	\$8.00				\$8.00	
46	Water reducer CY		CY			No Bid	No Bid				No Bid	
47	Calcium chloride OZ		OZ			No Bid	No Bid				No Bid	
48	Non-calcium chloride per OZ		OZ			\$0.12	\$0.12				\$0.12	
49	Super plasticizer CY		CY			\$0.15	\$0.15				\$0.15	
50	Fiber per CY		CY			\$7.50	\$7.50				\$7.50	
51	Heated Concrete CY		CY			\$6.00	\$6.00				\$6.00	
52	Ice per Pound		LB			\$0.70	\$0.70				\$0.70	
53	Cement Inrsptd Vendor CY		CY			No Bid	No Bid				No Bid	
54	Cement Inrsptd by DOH CY		CY			No Bid	No Bid				No Bid	
55	Penalty Chg per Truck Minute		TRM			\$2.00	\$2.00				\$2.00	
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form												The Wells Group, LLC 0001.02.601 402 Buckeye Street Parkersburg, WV 26101 The Wells Group, LLC 0001.03.601 150 Marcellus Way Bridgeport, WV 26330

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

WVDOH Ready Mixed Portland Cement Concrete & CLSM by County 6621C019

ATTACHMENT A (ATT A) PRICING PAGE

Vendor Name: The Wells Group, LLC Vendor # 00000218591

Item Num	EXTENDED DESCRIPTION	Proposed "Equal" Name and Part Number	Pay Unit	UPSHUR	WAYNE	WEBSTER	WEIZEL	WIRT	WOOD	WOMING
				UNT COST	UNT COST	UNT COST				
1	Class A Concrete 2-2.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
2	Class A Concrete 3-3.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
3	Class A Concrete 4-4.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
4	Class A Concrete 5 CY & OVR		CY	No Bid	No Bid			No Bid	No Bid	
5	Class B Concrete 2-2.99 CY		CY	\$338.50	\$200.00			\$182.00	\$182.00	
6	Class B Concrete 3-3.99 CY		CY	\$301.50	\$190.00			\$174.00	\$174.00	
7	Class B Concrete 4-4.99 CY		CY	\$224.50	\$180.00			\$149.50	\$149.50	
8	Class B Concrete 5 CY & OVR		CY	\$167.50	\$173.00			\$149.50	\$149.50	
9	Class C Concrete 2-2.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
10	Class C Concrete 3-3.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
11	Class C Concrete 4-4.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
12	Class C Concrete 5 CY & OVR		CY	No Bid	No Bid			No Bid	No Bid	
13	Class D Concrete 2-2.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
14	Class D Concrete 3-3.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
15	Class D Concrete 4-4.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
16	Class D Concrete 5 CY & OVR		CY	No Bid	No Bid			No Bid	No Bid	
17	Class H Concrete 2-2.99 CY		CY	\$409.25	\$270.00			\$223.00	\$223.00	
18	Class H Concrete 3-3.99 CY		CY	\$352.25	\$250.00			\$206.00	\$206.00	
19	Class H Concrete 4-4.99 CY		CY	\$295.25	\$230.00			\$196.50	\$196.50	
20	Class H Concrete 5 CY & OVR		CY	\$238.25	\$215.00			\$194.50	\$194.50	
21	Class K Concrete 2-2.99 CY		CY	\$345.00	\$203.00			\$189.50	\$189.50	
22	Class K Concrete 3-3.99 CY		CY	\$289.00	\$195.00			\$181.00	\$181.00	
23	Class K Concrete 4-4.99 CY		CY	\$231.00	\$187.00			\$158.50	\$158.50	
24	Class K Concrete 5 CY & OVR		CY	\$199.00	\$180.00			\$156.00	\$156.00	
25	Mod ClassK Concrete 2-2.99CY		CY	No Bid	No Bid			No Bid	No Bid	
26	Mod ClassK Concrete 3-3.99CY		CY	No Bid	No Bid			No Bid	No Bid	
27	Mod ClassK Concrete 4-4.99CY		CY	No Bid	No Bid			No Bid	No Bid	
28	Mod ClassK Concrete 5CY & OVR		CY	No Bid	No Bid			No Bid	No Bid	
29	CLSM Type A 2-2.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
30	CLSM Type A 3-3.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
31	CLSM Type A 4-4.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
32	CLSM Type A 5-5.99 CY		CY	No Bid	No Bid			No Bid	No Bid	
33	CLSM Type B 2-2.99 CY		CY	\$311.00	170.00			\$159.00	\$159.00	
34	CLSM Type B 3-3.99 CY		CY	\$255.00	160.00			\$150.00	\$150.00	
35	CLSM Type B 4-4.99 CY		CY	\$196.50	148.00			\$130.00	\$130.00	
36	CLSM Type B 5 CY & OVR		CY	\$150.00	140.00			\$127.00	\$127.00	
37	CLSM Type C 2-2.99 CY		CY	\$328.00	188.00			\$171.00	\$171.00	
38	CLSM Type C 3-3.99 CY		CY	\$271.00	170.00			\$164.00	\$164.00	
39	CLSM Type C 4-4.99 CY		CY	\$214.00	153.00			\$141.00	\$141.00	
40	CLSM Type C 5 CY & OVR		CY	\$157.00	145.00			\$138.50	\$138.50	
41	Option A CY over 5 miles		CY	No Bid	No Bid			No Bid	No Bid	
42	Option B TL over 5 miles		TRL	\$15.00	10.00			\$10.00	\$10.00	
43	Prov Class B using Sil Sand		CY	No Bid	No Bid			No Bid	No Bid	
44	Chg increased cement CY		CY	\$12.75	\$12.75			\$12.75	\$12.75	
45	Water-reducing set retarder CY		CY	\$8.00	8.00			\$8.00	\$8.00	
46	Water reducer CY		CY	No Bid	No Bid			No Bid	No Bid	
47	Calcium chloride OZ		OZ	No Bid	No Bid			No Bid	No Bid	
48	Non-calcium chloride per OZ		OZ	\$0.12	0.12			\$0.12	\$0.12	
49	Super plasticizer CY		OZ	\$0.15	0.15			\$0.13	\$0.13	
50	Fiber per CY		CY	\$7.50	7.50			\$7.50	\$7.50	
51	Heated Concrete CY		CY	\$6.00	6.00			\$6.00	\$6.00	
52	Ice per Pound		LE	\$0.75	0.70			\$0.75	\$0.70	
53	Cement trnsptd Vendor CY		CY	No Bid	No Bid			No Bid	No Bid	
54	Cement trnsptd by DOH CY		CY	No Bid	No Bid			No Bid	No Bid	
55	Penalty Chg per Truck Minute		TRM	\$3.00	2.00			\$2.00	\$2.00	
VENDOR'S PLANT SOURCE - NAME & CITY: (Additional details shall be provided by the Vendor on corresponding Attachment B Information Form								The Wells Group, LLC 0001 02.601 402 Buckeye Street Parkersburg WV 26101 The Wells Group, LLC 0001 01.601 105 Sycamore Street Ravenswood, WV 26164	The Wells Group, LLC 0001 02.601 402 Buckeye Street Parkersburg WV 26101 The Wells Group, LLC 0001 01.601 105 Sycamore Street Ravenswood, WV 26164	

NOTE: Items 1 thru 40 shall include delivery within five (5) miles of Vendor's Plant.

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.

3A. BID SUBMISSION: A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID:6621C019-READY MIXED PORTLAND CEMENT CONCRETE&CLSM BY
COUNTY

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFQ DOT2100000028

BID OPENING DATE: 2:30PM

BID OPENING TIME: 02/17/2021

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:

Term Contract

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

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 to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 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 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 a 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 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, award, in a form acceptable to the Agency.

- WEST VIRGINIA CONTRACTOR'S LICENSE
-
-
-
-

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 worker's compensation, shall maintain worker's 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 an Electronic Funds Transfer (EFT) as well as 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.

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.

THE WELLS GROUP, LLC
(Full Company Name)

William S. Wells
(Authorized Signature)

WILLIAM S. WELLS, PRESIDENT
(Print or Type Name and Title of Signatory)

606-743-3485
(Phone Number)

606-743-2025
(Fax Number)

SCOTT@WELLSGROUP.NET
(Email address)

FEBRUARY 12, 2021
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT210000028

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

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

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

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

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

THE WELLS GROUP, LLC

Full Company Name

William S. Wells

Authorized Signature

FEBRUARY 12, 2021

Date

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

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM by County

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) by county at various locations, statewide.

In accordance with Section 6 of these contract specifications, a low-bid Vendor will be chosen from the awarded Vendors, per individual project. At that time, needs per project will be provided by WVDOH Delivery Order to the project-awarded Vendor.

- 2. DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this Solicitation. More definitions can be found in Section 2 of the General Terms and Conditions.

2.1 “Contract Item(s)” – Items available for Vendor to supply pricing are identified in Section 3 of this solicitation.

2.2 “ATTACHMENT A (ATT A) Pricing Pages” and **“ATT A/Pricing Pages”** – interchangeable terms for the MANDATORY FORM, available in wvOASIS or attached hereto, used for the Vendor’s schedule of prices, estimated order quantity, and totals by COUNTY used to evaluate the bid responses.

2.3 “ATTACHMENT B (ATT B) “Information Form” and **“ATT B/Information Form”** – interchangeable terms for the MANDATORY FORM available in wvOASIS or attached hereto that must accompany the Attachment A/Pricing Pages at the time the bid is submitted and provide the Vendor’s plant location, plant certification status, and proposed equivalent or “equal” Items.

2.4 “Solicitation” – the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.

2.5 “MCS&T” – Materials Control, Soils and Testing Division of the West Virginia Division of Highways: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>

2.6 “Materials Procedure (MP) 601.05.50” – the list of certified concrete plants, (formerly called the IM-18 list) issued by WVDOH Materials Control, Soils and Testing Division, Materials: www.transportation.wv.gov/highways/mcst/Pages/default.aspx

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

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM by County

- 2.7 **“Standard Specs”** – the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, as amended, or modified by all subsequent Supplemental Specifications.
- 2.8 **“AASHTO”** – American Association of State Highway and Transportation Officials.
- 2.9 **“Emergency Work”** – work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

3. GENERAL REQUIREMENTS:

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

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

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

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

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, as amended.
- 3.2.2 **Low-Strength Material (CLSM):** Must meet all requirements of Section 219 of the Standard Specs, as amended.
- 3.2.3 **Certified Plant:** Vendors must source a certified plant from the certified plant list/Informational Memorandum/MP 601.05.50, as amended, with WVDOH

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM by County

MCS&T, copy attached as EXHIBIT A. This list consists of certified plants meeting the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list per the approval procedures found in MP 601.05.50. A copy of these procedures may be obtained at:

West Virginia Division of Highways, MCS&T
190 Dry Branch Drive
Charleston, West Virginia 25306
<https://transportation.wv.gov/highways/mcst/Pages/MP-600s.aspx>

If a plant's certification expires during the life of this Contract, the plant will remain non-certified until the proper renewal certification information is provided to MCS&T according to MP 601.05.50.

The Vendor shall supply the source provider/plant name and the most recent physical address for the plant location on the ATTACHMENT B (ATT B) /Information Form, as per Section 5.2.2. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will supply the plant location information.

NOTE: If Vendor's source provider/plant name is currently certified per the standards of MP 601.05.50, the Vendor should either provide the CERTIFIED PLANT NUMBER, or indicate 'PLANT NOT CERTIFIED' on the ATT B/ Information form.

- 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 must meet the temperature requirements as set forth in the Standard Specs, as amended.
- 3.2.6 Additional Haul:** The additional haul distances, more than five miles from the Vendor's plant, will be over suitable routes selected by the 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 using the WVDOH Straight-Line Diagrams for WV Primary Routes and WV Secondary Routes. The Diagrams are available in each WVDOH's District Office and the WVDOH Central Office. The WVDOH will decide the route to be taken due to bridge and/or road restrictions.

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete & CLSM by County

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 ATT A/ Pricing Pages. 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 shall be listed on the ATT B/Information Form.**

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

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

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

- 3.3 Emergency Work:** Emergency work as ordered by WVDOH District Engineer or his designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work shall be per Section 2.9 and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendor’s bid price.

4. SAFETY

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

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Items meeting all mandatory requirements of this Contract, including those whose plants are pending certification; however, a Delivery Order will not be issued for Contract Items UNTIL the plant becomes MP 601.05.50 certified. Vendor shall provide ATT A / Pricing Pages with Item pricing by County per Section 5.2 **AND** the ATT B/Information Form, with plant location and plant's certification status, per Section 3, General Requirements and Section 5.2.2.

5.1.1 NOTE: BOTH ATT A AND ATT B MUST BE SUBMITTED WITH THE BID. IF VENDOR OMITTS THE ATT A/ PRICING PAGES OR THE ATT B/ INFORMATION FORM FROM THE BID SUBMISSION, THE VENDOR'S BID WILL BE DISQUALIFIED FOR THAT ITEM/PRICING SUBMISSION.

5.2 ATTACHMENT A (ATT A)/Pricing Page(s) is a mandatory form that must be completed and supplied at the time of bid submission to provide all Pricing by County. Vendor should place Vendor's name on each ATT A/Pricing Page. In the bottom row of the ATT A/ Pricing Page, **Vendor shall clearly show which Plant(s) source each County by including PLANT NAME AND CITY location.** The completed ATT A Pricing Pages shall correspond with the accompanying, completed ATT B/ Information Form, see Section 5.2.2.

Vendor **shall NOT** add formulas, modify any column headers, contract Item descriptions, or units of measure on the Pricing Page spreadsheet as such changes to the Pricing Pages format will result in disqualification of the Vendor's bid.

Vendors may bid any or all Items on the ATT A/Pricing Pages. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item(s). At the time of need, the WVDOH may choose one or more of the Contract Items to complete an individual project as shown by WVDOH's written instruction on each Delivery Order.

5.2.1 "OR EQUAL" Item Proposals: If a Vendor is proposing an equivalent "or equal" product, the name and identification numbers shall be listed on the ATT B/Information Form. The Vendor should also attach with their bid packet any supporting product documentation, such as specifications, physical properties, to support the proposed "equal" pricing added to the ATT A/Pricing Page.

The WVDOH shall decide equivalency for an "equal" item that is bid. The WVDOH buyer may contact the Vendor if more information is needed to determine equivalency.

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NOTE: If no supplier name, manufacturer name or manufacturer part number is provided on ATT A/Pricing Page or the ATT B/Information Form, the WVDOH will expect that the Vendor is supplying the requested brand products.

The ATT A/Pricing Page has 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 bid information into the ATT A/ /Pricing Pages to prevent errors in the evaluation. The Vendor can request an electronic copy of the ATT A/Pricing Pages for bid purposes by sending an email request to the following address: Tina.L.Lewis@wv.gov

5.2.2 ATTACHMENT B (ATT B)/Information Form is a mandatory form that MUST accompany the ATT A /Pricing Pages with the Bid to supply the material's sourced plant certification status and physical locations(s). The Vendor **shall** supply the most recent 911 address/physical street address, city, and state, for the Plant Location on the ATT B/Information Form. If the Vendor's source plant name is currently certified per MP 601.05.50, the Vendor should supply either the Certified PLANT CODE Number, OR "PLANT NOT CERTIFIED" on the ATT B/ Information form.

5.2.2.1 If the Vendor is bidding proposed equivalent or "equal" contract Items, the Vendor shall include information about the "equal" items on ATT B/ Information Form, per Sections 3 and 3.2.7.

5.2.3 The Vendor must clearly specify on the ATT A/Pricing Pages which Plants will be sourced for the pricing by County. If a Vendor will be supplying materials from multiple Plant Locations, and *ALL pricing is the same for all Counties*, ALL Plant Locations can be listed on one ATT B/ Information Form. If a Vendor will be supplying materials from multiple Plant Locations, *at varying prices per County*, the Vendor **shall** supply *additional* ATT B/ Information Forms and corresponding ATT A/Pricing Pages, see Section 5.2.

5.2.4 Vendor should type or electronically enter the information into the Pricing Pages and ATT B/Information Form to prevent errors in the evaluation. In most cases, Vendors can request an electronic copy of the ATT A/Pricing Pages and ATT B /Information Form for bid purposes by sending an email request to the following address: Tina.L.Lewis@wv.gov.

5.3 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to

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the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the 2019-2020 Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2019-2020 Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2019-2020 Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

- 6. DETERMINING LOW BID PER PROJECT:** Using the ATT B/Information Forms and ATT A/Pricing Pages, the WVDOH will determine the low bid Vendor dependent on each individual project jobsite location and certified plant location, the WVDOH District Engineer or his designee by calculating the lowest overall total cost for the material, plus any additional haul cost and/or other billable Contract Items, required per project. A written Delivery Order will be issued to the Vendor having the lowest overall total cost.

7. ORDERING AND PAYMENT:

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

7.2 Delivery Order: WVDOH will start the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per contract Items, as well as the tentative start and end dates, and shall become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any**

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verbal communications to start or make modifications to a project from this contract are NOT acceptable as a Delivery Order.

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

8. PROJECT ACCEPTANCE DELIVERY AND RETURN:

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

8.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or his designee.**

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

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- 8.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or his designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or his designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.1.
- 8.5 Late Delivery:** If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.
- 8.5.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.
- 8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not allowed to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders IF that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 8.7 Project Acceptance Criteria:** The WVDOH District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or his designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's

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expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or his designee, subject to Liquidated Damages as per Section 8.5.1.

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

8.9 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be considered to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

9. VENDOR DEFAULT:

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

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

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

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract 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.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

- 10.1 No Substitutions:** Vendor shall supply only the Contract Items supplied in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 Damage Beyond Control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any equipment or otherwise resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 10.4 Insurance:** Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs, as amended.
- 10.5 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance, or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 10.6 Reports:** Vendor shall supply quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also supply reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.7 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. If the Contract Manager or any of the Vendor's contact information, email,

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addresses, or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: MIKE GWINN
Telephone Numbers: 304-485-1708
Fax Number: 606-743-2025
Email Address: MIKE.GWINN@WELLSGROUP.NET

ATTACHMENT B (ATT B) Information Form

Must be submitted at the time of bid and corresponding ATTACHMENT A.

Vendor shall complete ATTACHMENT B form for any plants Sourced for County(s) bid on ATTACHMENT A

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Per Section 3.2.3, Vendor <u>shall</u> provide the source plant name and 911/physical address including street, city, and state: Is Plant currently certified?: Yes or No If yes, list Certified Plant Code:

Details supporting proposed Equivalent or "Equal" Bid on ATT A/Pricing Pages

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 be listed below.

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Per Section 3.2.7.2 Non-Calcium Chloride based accelerator brand requested is Darex Set. If a Vendor is bidding a proposed "equal" product, the name and any product identification numbers shall be listed below.

RUSSTECH LCNC-166

Per Section 3.2.7.3. Super Plasticizer brand requested is Eucon 37. If a Vendor is bidding a proposed "equal" product, the name and any product identification numbers shall be listed below.

RUSSTECH SUPERFLOW 2000 RM

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

MATERIALS PROCEDURES

QUALITY ASSURANCE PROCEDURES FOR PORTLAND CEMENT CONCRETE

1. PLANT AND EQUIPMENT INSPECTION STICKERS

- 1.1 Physical plants and equipment, which prepare materials for, or deliver materials to, State projects shall be regularly inspected and approved by an authorized representative of the Division.
- 1.2 The inspections and approval shall be confirmed by an inspection sticker supplied by the Materials Control, Soils & Testing Division (MCS&T). The inspection sticker will indicate the following:
 1. Name of inspector
 2. Plant or portion thereof, or singular piece of equipment inspected.
 3. Date of inspection
 4. Date of expiration of approval
 5. Lab Number
- 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.
- 1.4 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.
- 1.5 The stickers shall be applied, insofar as practicable, and each District shall maintain records of these inspections in ProjectWise. The records shall include all the items listed in 1.2.
- 1.6 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.

- 1.6.1 After each time a plant has been inspected, the District shall notify the Director of MCS&T, or their designee. MCS&T will generate a list of approved plants and post these on the Division Webpage¹.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained in Attachment 1.

2. 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.

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, is an awareness and knowledge of the Producer's Quality Control Program and the level of Quality Control maintained by that Producer.

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.

¹ <https://transportation.wv.gov/highways/mcst/pages/default.aspx>

2.3 GENERAL DISCUSSION

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. One of the outcomes of this program is that 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:

- 2.3.1 Portland cement concrete technicians certification is available in the Contractor-Supplier industry to implement a program of Quality Control.
- 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 Sub-articles 501.4.2 and 601.4.2 of the Standard Specifications.
- 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 Sub-articles 501.5.1 and 601.5.1 of the Standard Specifications.
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division, and their approval as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this MP for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials that are to be used in the work, is specified in articles 501.3 and 601.3.1 of the Standard Specifications. This requirement allows commercial concrete suppliers to have laboratory design work done for the various classes of concrete to be supplied, and it guards against the possibility of source materials changing appreciably and affecting the quality of subsequent concrete work.

Although all producers should 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 and inspection when the level of Quality Control is increased.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established. 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 Producer's 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 MP 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.

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 A1, 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.

2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this MP. 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 certified personnel on random samples taken from plant production. This 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 A1 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class A1 concrete plant shall be sampled and tested by certified personnel on a project-by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class A1 concrete plants shall be performed by District personnel on a random basis during production for Division Projects.

A concrete batch ticket, as defined in Section 4.2.9 of MP 601.03.50, shall be initiated and signed at the plant and accompany each delivery to the project.

2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class A2 concrete plants shall be sampled and tested by certified personnel on a project- by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for items other than miscellaneous concrete are being produced for Division projects.

2.4.7 CLASS B PLANTS

Concrete purchased by a Contractor for use on Division projects shall be supplied from Class A1 or A2 plants. Concrete purchased through competitive bidding with Purchase order contracts shall be supplied from Class A1 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 A1 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 the applicable Division procedures. 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 concrete from Class B plants shall also conform to the requirements set out in Subsection 2.5.

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:

1. Sidewalks
2. Curb and gutter
3. Slope walls for under drain outlet pipes
4. Temporary pavements and pipe crossings
5. Building floors
6. Slope paving and headers
7. Paved ditch or gutter
8. Small (less than 36" diameter) culvert headwalls
9. Catch basins, manhole bases, inlets, and junction boxes (and adjustments of such items) not located in the roadway
10. Foundations for breakaway supports
11. Utility trench fills
12. Cast-in-place survey markers

2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETE FROM CLASS B PLANTS

2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase of concrete and for inspection and testing of direct purchase concrete 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 concrete 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 to purchase materials 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 being done by Division forces, and it is found to be impractical or uneconomical to obtain concrete from a Class A1 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 A1 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 appropriate State Agency. 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 approved 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.

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.

3. PLANT APPROVAL STATUS

3.1 PLANT CERTIFICATION

3.1.1 When District Personnel determine that a Concrete Plant, which is not already listed as a Class A1, A2, or B plant on the Division's Approved Source Page, has met the requirements of this Materials Procedure, the Specifications, and all other applicable Materials Procedures, they shall notify MCS&T Division and provide all applicable documentation and information to MCS&T Division.

3.1.2 MCS&T Division shall then notify the subject Concrete Plant that they are approved to begin production for WVDOH projects. MCS&T Division shall also add that Concrete Plant to the Division's Approved Source Page and begin monthly evaluations of that Concrete Plant as outlined in this MP and MP 711.03.26.

3.2 PLANT DE-CERTIFICATION

- 3.2.1 When District Personnel determine that a Concrete Plant, which is listed as a Class A1, A2, or B plant on the Division's Approved Source Page, is not complying with the requirements of this MP, the Specifications, or any other applicable Materials Procedure, they shall immediately notify MCS&T Division and provide all applicable documentation and information to MCS&T Division. This information shall include a summary of the reason(s) for the de-certification of the subject Concrete Plant.
- 3.2.2 MCS&T Division shall then immediately notify the subject Concrete Plant and all applicable WVDOT District and Divisions that the subject Concrete Plant is no longer approved to supply concrete for WVDOT projects.
- 3.2.3 If the subject Concrete Plant, which has been de-certified and removed from approved status, desires re-approval, they shall initiate the re-approval process by submitting a plan of corrective action, which addresses all of the reasons for which that Plant was de-certified. This plan of corrective action shall be submitted to the District in which the Concrete Plant is located and to MCS&T Division.

DocuSigned by:



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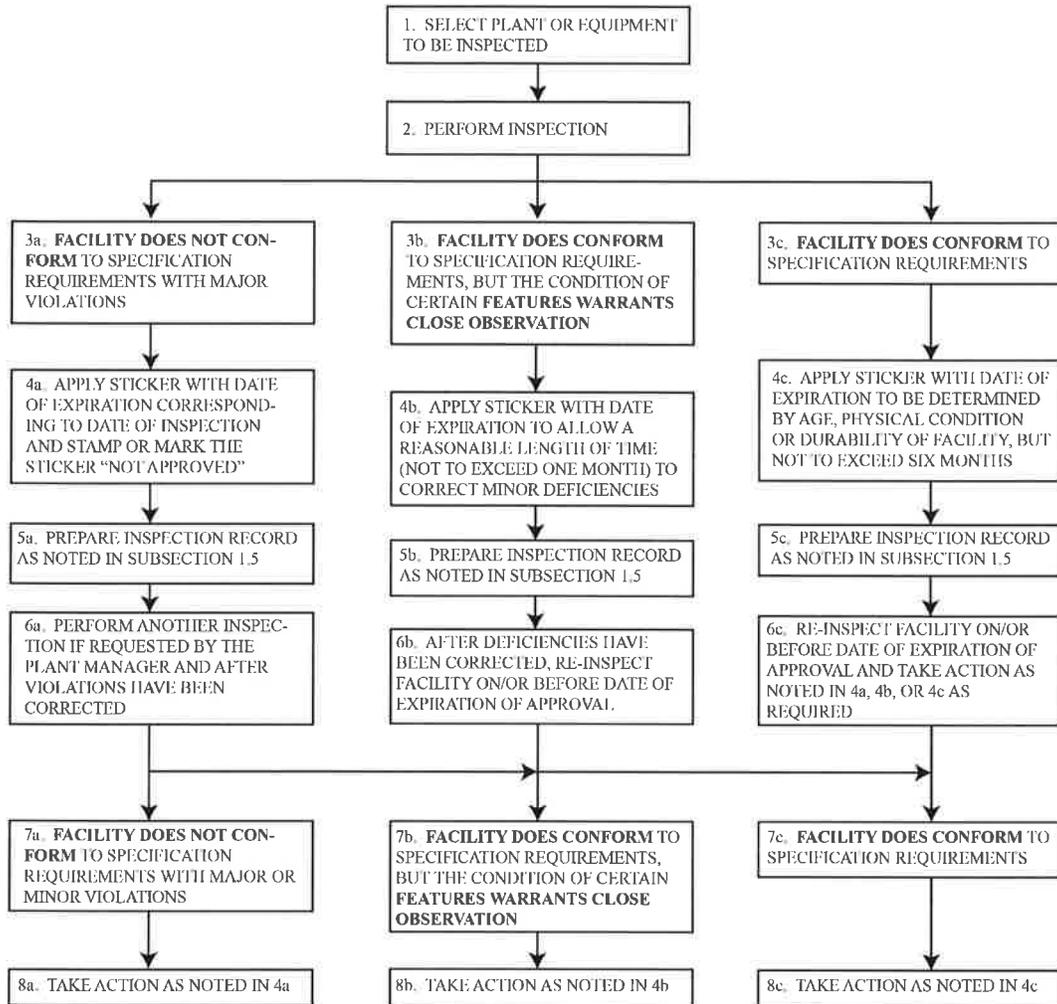
Ronald L. Stanevich, P.E.

Director

Materials Control, Soils & Testing Division

RLS:M
Attachment

Plant Inspection Flow Chart



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: THE WELLS GROUP, LLC

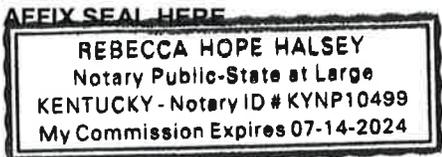
Authorized Signature: William S. Halk Date: 2-12-21

State of Kentucky

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 12 day of February, 2021.

My Commission expires 7-14-24, 2024.



NOTARY PUBLIC Rebecca Halsey

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: THE WELLS GROUP Address: 1011 WEST MAIN ST.

WEST LIBERTY, KY 40372

Name of Authorized Agent: WILLIAM S. WELLS Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: William S. Wells

Date Signed: FEBRUARY 12, 2021

Notary Verification

State of Kentucky, County of Morgan:

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

Taken, sworn to and subscribed before me this 12 day of February, 2021

Rebecca Halsey
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

