



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

**State of West Virginia  
 Solicitation Response**

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

Solicitation Closes	Solicitation Response	Version
2022-03-14 14:30	SR 0803 ESR03142200000005592	1

**VENDOR**  
 000000199783  
 FAIRFAX MATERIALS INC

**Solicitation Number:** ARFQ 0803 DOT2200000025  
**Total Bid:** 0  
**Response Date:** 2022-03-14  
**Response Time:** 11:15:00  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	6619C034-READY MIXED PORTLAND CEMENT CONCRETE AND CLS	0.00000	EA	0.010000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

**Commodity Line Comments:**

**Extended Description:**

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



State of West Virginia  
Agency Request for Quote  
Highways

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

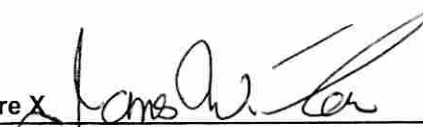
**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: 000000199783  
Vendor Name: Fair Fax Materials, Inc.  
Address: 8490 -  
Street: Garrett Highway  
City: Oakland,  
State: MD Country: USA Zip: 21550  
Principal Contact: James W. Eber  
Vendor Contact Phone: 301-777-1777 Extension:

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

Vendor Signature X  FEIN# 550167100 DATE 3-14-2022

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

**ADDITIONAL INFORMATION**

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

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

**\*\*\*\*\*NOTICE\*\*\*\*\***

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

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

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

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

**INVOICE TO** | **SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA  
  
VARIOUS LOCATIONS AS  
INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

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 10AM	2022-03-07

# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Operations 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 wvOASIS or signed and delivered by the Vendor to the Agency at the address listed below 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. The Agency will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
WV Department of Transportation, Budget Procurement  
1900 Kanawha Boulevard East, Room 260  
Charleston, WV 25305

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: READY MIXED PORTLAND CEMENT CONCRETE & CLSM  
BUYER: KRISTY E. JAMES  
SOLICITATION NUMBER: ARFQ DOT2200000025  
BID OPENING DATE:03/14/2022  
BID OPENING TIME:2:30PM  
FAX NUMBER:304-558-0047

**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. ALTERNATE MODEL OR BRAND:** 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. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Division of Highways Procurement, is strictly prohibited without prior Division of Highways Procurement approval. Division of Highways Procurement approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

**11A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia.

Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3- 37(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.

**13. WAIVER OF MINOR IRREGULARITIES:** The Division of Highways Procurement Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

**16. 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 and/or in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.

**17. 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.

**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.**

**18. INTERESTED PARTY DISCLOSURE:** In accordance with the West Virginia Code § 6D-1-2 requires that the vendor submit to the Agency a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**19. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Agency buyer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W.Va. CSR § 148-1-4.d. This authority does not apply to instances where state law mandates receipt with the bid.

**20. E-MAIL NOTIFICATION OF AWARD:** The Agency will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Agency with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Agency's website to determine when a contract has been awarded.



## 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 (1) \_\_\_\_\_ 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 thirty six (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.

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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
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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 determined per the method detailed in the attached contract Specifications. 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.

FairFax Materials, Inc.  
(Full Company Name)

James W. Eber  
(Authorized Signature)

James W. Eber Sales Mgr.  
(Print or Type Name and Title of Signatory)

301-777-1777  
(Phone Number)

\_\_\_\_\_  
(Fax Number)

jim@agymgt.com  
(Email address)

3/14/22  
(Date)

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

REQUEST FOR QUOTATION  
Ready Mixed Portland Cement Concrete & CLSM

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**SPECIFICATIONS**

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

Per 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/"Agency" 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 **"AASHTO"** – American Association of State Highway and Transportation Officials.

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

2.3 **"Attachment A and "ATT A, Pricing Pages"** – interchangeable terms for the attached MANDATORY FORM available as an Excel spreadsheet in wvOASIS, to be completed by the Vendor to provide contract Item pricing with sourced plant locations and used to evaluate the bid responses.

2.4 **"Attachment B" and "ATT B, Sourced Plant & Details"** – interchangeable terms for the attached MANDATORY FORM available as an Excel spreadsheet in wvOASIS, to be completed by the Vendor provide details of the Vendor's sourced plant location(s), plant certification status, and/or any proposed equivalent or "equal" Items.

2.5 **"Contract Item(s) and "Item"** – interchangeable terms for the items identified in Section 3 of this solicitation, for which the Agency is requesting Vendor pricing with sourced plant details.

2.6 **"Contractor" and "Vendor"** - interchangeable terms used throughout this Solicitation and in any cited Sections of WV 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

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response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the contract, as context requires.

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

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**3. GENERAL REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

WV DOH, MCS&T  
190 Dry Branch Drive  
Charleston, WV 25306  
<https://transportation.wv.gov/highways/mcst/Pages/MP-600s.aspx>

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

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

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

**3.2.5 Temperature Control:** The Vendor must meet the temperature requirements as set forth in the Standard Specs, as amended.

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

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

**3.2.7.1 Out-of-state delivery route mileage** will be calculated by the Agency utilizing "Google Maps" or a similar source for routing from the Vendor's

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

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

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

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

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

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

#### 4. SAFETY

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

#### 5. CONTRACT AWARD:

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



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

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

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

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

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

Vendors may bid any or all Items on ATT A Pricing Pages. Bidding on any one contract Item may not be conditioned on the acceptance of the bid on any other contract Item(s). At the time of need, the Agency may choose one or more of the contract Items to complete an individual project as shown by Agency's written instruction on each Delivery Order. ATT A Pricing Pages list contract Items with no guarantee that any Item will be purchased throughout the life of this contract. Estimated quantities are not available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.4.7** Vendor documentation for price adjustments shall be submitted to [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) for initial review.

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

**5.5 Cooperative Contracting:** Purchase prices on all contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the WV Purchasing Division must receive prior approval by the Purchasing Director.

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

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

**7. ORDERING AND PAYMENT:**

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

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

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

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

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

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

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

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

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

**8. PROJECT ACCEPTANCE DELIVERY AND RETURN:**

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

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

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

- 8.3 Delivery Time:** Per Section 7, its subsections, and the terms of this contract, the work and selection of contract Items shall be determined and scheduled by the Agency at its own discretion. The Vendor shall begin and complete the provision of goods/services in accordance with the Agency's written Delivery Order(s), per project. Any changes must be communicated by the Vendor in writing to the Agency designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. No Vendor is authorized to ship project related goods or begin work/services, nor is the Agency authorized to receive materials, prior to the issuance of a Delivery Order. **Vendor shall ship all orders per the Delivery Order schedule and shall not hold orders until a minimum delivery quantity is met.**
- 8.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the Agency designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the Agency, Vendor, or general public, work and/or delivery shall be suspended by the Agency designee at the discretion of the Agency. If needed, revision to the delivery and/or project's start and end date may be negotiated by the Vendor and the Agency designee. After a weather-related suspension of work, the Agency designee shall determine and convey in writing, such Delivery Order changes and when work/contract Item delivery shall commence/resume, which shall be followed by the Vendor's written acknowledgement, as per Section 8.1.
- 8.5 Late Delivery:** If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this contract must be notified **in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of Agency's written Delivery Orders/revisions thereto resulting in delivery delay, or failure to start or complete the project per the Agency scheduled due dates may be determined by the Agency at its sole discretion as harmful to the Agency and as such, shall result in Agency's cancellation of the Delivery Order and be subject to the application of Default Remedy Costs and/or Liquidated Damages, see Section 7.4.1.
- 8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not allowed to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders IF that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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- 8.7 Project Acceptance Criteria:** The Agency District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the Agency designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the Agency District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the Agency, subject to Liquidated Damages, see Section 7.4.1.
- 8.8 Rejection of Unacceptable Contract Items:** The decision of the Agency designee about materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency considers the contract Items/materials to be unacceptable, the contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return of material and reimburse Agency for delivery expenses. If the original packaging cannot be used for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 8.9 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be considered to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**9. VENDOR DEFAULT:**

- 9.1** The following shall be considered a Vendor default under this contract.
- 9.1.1** Failure to provide contract Items per the requirements contained herein.
  - 9.1.2** Failure to comply with other specifications and requirements contained herein.
  - 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the contract Item Services provided under this contract.

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9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the contract.

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

9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

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

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

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

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

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

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

**10.7 Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during



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

Contract Manager: James Eber  
Telephone Numbers: 301-268-7302  
Fax Number: \_\_\_\_\_  
Email Address: jim@aggmgt.com

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

D-4 Bidder, enter your name in the block above for each county bid:

COUNTY:

Item	Item Description	DODDRIDGE	HARRISON	MARION	MONONGALIA	PRESTON	TAYLOR
		UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
4-01	Class A Concrete 2-2.99 CY						
4-02	Class A Concrete 3-3.99 CY						
4-03	Class A Concrete 4-4.99 CY						
4-04	Class A Concrete 5 CY & OVR						
4-05	Class B Concrete 2-2.99 CY					262.00	
4-06	Class B Concrete 3-3.99 CY					214.90	
4-07	Class B Concrete 4-4.99 CY					193.65	
4-08	Class B Concrete 5 CY & OVR					178.90	
4-09	Class C Concrete 2-2.99 CY						
4-10	Class C Concrete 3-3.99 CY						
4-11	Class C Concrete 4-4.99 CY						
4-12	Class C Concrete 5 CY & OVR						
4-13	Class D Concrete 2-2.99 CY						
4-14	Class D Concrete 3-3.99 CY						
4-15	Class D Concrete 4-4.99 CY						
4-16	Class D Concrete 5 CY & OVR						
4-17	Class H Concrete 2-2.99 CY					290.40	
4-18	Class H Concrete 3-3.99 CY					252.90	
4-19	Class H Concrete 4-4.99 CY					221.65	
4-20	Class H Concrete 5 CY & OVR					206.90	
4-21	Class K Concrete 2-2.99 CY					276.40	
4-22	Class K Concrete 3-3.99 CY					238.90	
4-23	Class K Concrete 4-4.99 CY					207.65	
4-24	Class K Concrete 5 CY & OVR					192.90	
4-25	Mod Class K Concrete 2-2.99CY						
4-26	Mod Class K Concrete 3-3.99CY						
4-27	Mod Class K Concrete 4-4.99CY						
4-28	Mod Class K Concrete 5 CY & OVR						
4-29	CLSM Type A 2-2.99 CY					239.55	
4-30	CLSM Type A 3-3.99 CY					202.50	
4-31	CLSM Type A 4-4.99 CY					170.80	
4-32	CLSM Type A 5-5.99 CY					156.05	
4-33	CLSM Type B 2-2.99 CY						
4-34	CLSM Type B 3-3.99 CY						
4-35	CLSM Type B 4-4.99 CY						
4-36	CLSM Type B 5 CY & OVR						
4-37	CLSM Type C 2-2.99 CY					250.85	
4-38	CLSM Type C 3-3.99 CY					213.35	
4-39	CLSM Type C 4-4.99 CY					182.10	
4-40	CLSM Type C 5 CY & OVR					167.35	
4-41	Option A CY over 5 miles					1.80	
4-42	Option B TL over 5 miles						
4-43	Prov Class B using Sil Sand						
4-44	Chg increased cement per CY						
4-45	Water-reducing set retarder per CY					8.50	
4-46	Water reducer per CY						
4-47	Calcium chloride per OZ						
4-48	Non-calcium chloride per OZ					0.45	
4-49	Super plasticizer per CY					0.45	
4-50	Fiber per CY					10.00	
4-51	Heated Concrete per CY					5.50	
4-52	Ice per Pound					0.45	
4-53	Cement transported by Vendor per CY						
4-54	Cement transported by DOH per CY						
4-55	Penalty Charge per Truck Minute					3.50	
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall also be provided by the Vendor on ATT B.)						Fairfax Materials INC.Oakland, MD & Thomas, WV	

D-5 Bidder, enter your name in the block above for each county bid:

		COUNTY:						
		BERKELEY	GRANT	HAMPSHIRE	HARDY	JEFFERSON	MINERAL	MORGAN
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
5-01	Class A Concrete 2-2.99 CY							
5-02	Class A Concrete 3-3.99 CY							
5-03	Class A Concrete 4-4.99 CY							
5-04	Class A Concrete 5 CY & OVR							
5-05	Class B Concrete 2-2.99 CY		262.00	262.00	262.00		262.00	269.45
5-06	Class B Concrete 3-3.99 CY		214.90	214.90	214.90		214.90	231.12
5-07	Class B Concrete 4-4.99 CY		193.65	193.65	193.65		193.65	199.45
5-08	Class B Concrete 5 CY & OVR		178.90	178.90	178.90		178.90	184.45
5-09	Class C Concrete 2-2.99 CY							
5-10	Class C Concrete 3-3.99 CY							
5-11	Class C Concrete 4-4.99 CY							
5-12	Class C Concrete 5 CY & OVR							
5-13	Class D Concrete 2-2.99 CY							
5-14	Class D Concrete 3-3.99 CY							
5-15	Class D Concrete 4-4.99 CY							
5-16	Class D Concrete 5 CY & OVR							
5-17	Class H Concrete 2-2.99 CY		290.40	290.40	290.40		290.40	297.45
5-18	Class H Concrete 3-3.99 CY		252.90	252.90	252.90		252.90	259.12
5-19	Class H Concrete 4-4.99 CY		221.65	221.65	221.65		221.65	227.45
5-20	Class H Concrete 5 CY & OVR		206.90	206.90	206.90		206.90	212.45
5-21	Class K Concrete 2-2.99 CY		276.40	276.40	276.40		276.40	283.45
5-22	Class K Concrete 3-3.99 CY		238.90	238.90	238.90		238.90	245.12
5-23	Class K Concrete 4-4.99 CY		207.65	207.65	207.65		207.65	213.45
5-24	Class K Concrete 5 CY & OVR		192.90	192.90	192.90		192.90	198.45
5-25	Mod Class K Concrete 2-2.99CY							
5-26	Mod Class K Concrete 3-3.99CY							
5-27	Mod Class K Concrete 4-4.99CY							
5-28	Mod Class K Concrete 5 CY & OVR							
5-29	CLSM Type A 2-2.99 CY		239.55	239.55	239.55		239.55	246.60
5-30	CLSM Type A 3-3.99 CY		202.50	202.50	202.50		202.50	208.27
5-31	CLSM Type A 4-4.99 CY		170.80	170.80	170.80		170.80	176.60
5-32	CLSM Type A 5-5.99 CY		156.05	156.05	156.05		156.05	161.60
5-33	CLSM Type B 2-2.99 CY							
5-34	CLSM Type B 3-3.99 CY							
5-35	CLSM Type B 4-4.99 CY							
5-36	CLSM Type B 5 CY & OVR							
5-37	CLSM Type C 2-2.99 CY		250.85	250.85	250.85		250.85	257.90
5-38	CLSM Type C 3-3.99 CY		213.35	213.35	213.35		213.35	219.57
5-39	CLSM Type C 4-4.99 CY		182.10	182.10	182.10		182.10	187.90
5-40	CLSM Type C 5 CY & OVR		167.35	167.35	167.35		167.35	172.90
5-41	Option A CY over 5 miles		1.80	1.80	1.80		1.80	1.80
5-42	Option B TL over 5 miles							
5-43	Prov Class B using Sil Sand							
5-44	Chg increased cement per CY							
5-45	Water-reducing set retarder per CY		8.50	8.50	8.50		8.50	8.50
5-46	Water reducer per CY							
5-47	Calcium chloride per OZ							
5-48	Non-calcium chloride per OZ		0.45	0.45	0.45		0.45	0.45
5-49	Super plasticizer per CY		0.45	0.45	0.45		0.45	0.45
5-50	Fiber per CY		10.00	10.00	10.00		10.00	10.00
5-51	Heated Concrete per CY		5.50	5.50	5.50		5.50	5.50
5-52	Ice per Pound		0.45	0.45	0.45		0.45	0.45
5-53	Cement transported by Vendor per CY							
5-54	Cement transported by DOH per CY							
5-55	Penalty Charge per Truck Minute		3.50	3.50	3.50		3.50	3.50
Source/Provider/Plant Name(S), City. (& Plant Certif. # if avail.) (Additional details for each plant shall also be provided by the Vendor on ATT B.)			Fairfax Materials, INC. Scherr, WV	Fairfax Materials Inc.Scherr, WV or AlleganyConcrete( A Division of Fairfax Materials) Short Gap, WV	Fairfax Materials, INC. Scherr, WV		Fairfax Materials Inc.Scherr, WV, Oakland, MD or AlleganyConcrete( A Division of Fairfax Materials) Short Gap, WV	Allegany Concrete(A Division of Fairfax Materials)Short Gap, WV

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

**COUNTY:**

		PENDLETON	POCAHONTAS	RANDOLPH	TUCKER
Item	Item Description	UNIT COST	UNIT COST	UNIT COST	UNIT COST
8-01	Class A Concrete 2-2.99 CY				
8-02	Class A Concrete 3-3.99 CY				
8-03	Class A Concrete 4-4.99 CY				
8-04	Class A Concrete 5 CY & OVR				
8-05	Class B Concrete 2-2.99 CY	269.45		262.00	262.00
8-06	Class B Concrete 3-3.99 CY	231.12		214.90	214.90
8-07	Class B Concrete 4-4.99 CY	199.45		193.65	193.65
8-08	Class B Concrete 5 CY & OVR	184.45		178.90	178.90
8-09	Class C Concrete 2-2.99 CY				
8-10	Class C Concrete 3-3.99 CY				
8-11	Class C Concrete 4-4.99 CY				
8-12	Class C Concrete 5 CY & OVR				
8-13	Class D Concrete 2-2.99 CY				
8-14	Class D Concrete 3-3.99 CY				
8-15	Class D Concrete 4-4.99 CY				
8-16	Class D Concrete 5 CY & OVR				
8-17	Class H Concrete 2-2.99 CY	297.45		290.40	290.40
8-18	Class H Concrete 3-3.99 CY	259.12		252.90	252.90
8-19	Class H Concrete 4-4.99 CY	227.45		221.65	221.65
8-20	Class H Concrete 5 CY & OVR	212.45		206.90	206.90
8-21	Class K Concrete 2-2.99 CY	283.45		276.40	276.40
8-22	Class K Concrete 3-3.99 CY	245.12		238.90	238.90
8-23	Class K Concrete 4-4.99 CY	213.45		207.65	207.65
8-24	Class K Concrete 5 CY & OVR	198.45		192.90	192.90
8-25	Mod Class K Concrete 2-2.99CY				
8-26	Mod Class K Concrete 3-3.99CY				
8-27	Mod Class K Concrete 4-4.99CY				
8-28	Mod Class K Concrete 5 CY & OVR				
8-29	CLSM Type A 2-2.99 CY	246.60		239.55	239.55
8-30	CLSM Type A 3-3.99 CY	208.27		202.50	202.50
8-31	CLSM Type A 4-4.99 CY	176.60		170.80	170.80
8-32	CLSM Type A 5-5.99 CY	161.60		156.05	156.05
8-33	CLSM Type B 2-2.99 CY				
8-34	CLSM Type B 3-3.99 CY				
8-35	CLSM Type B 4-4.99 CY				
8-36	CLSM Type B 5 CY & OVR				
8-37	CLSM Type C 2-2.99 CY	257.90		250.85	250.85
8-38	CLSM Type C 3-3.99 CY	219.57		213.35	213.35
8-39	CLSM Type C 4-4.99 CY	187.90		182.10	182.10
8-40	CLSM Type C 5 CY & OVR	172.90		167.35	167.35
8-41	Option A CY over 5 miles	1.80		1.80	1.80
8-42	Option B TL over 5 miles				
8-43	Prov Class B using Sil Sand				
8-44	Chg increased cement per CY				
8-45	Water-reducing set retarder per CY	8.50		8.50	8.50
8-46	Water reducer per CY				
8-47	Calcium chloride per OZ				
8-48	Non-calcium chloride per OZ	0.45		0.45	0.45
8-49	Super plasticizer per CY	0.45		0.45	0.45
8-50	Fiber per CY	10.00		10.00	10.00
8-51	Heated Concrete per CY	5.50		5.50	5.50
8-52	Ice per Pound	0.45		0.45	0.45
8-53	Cement transported by Vendor per CY				
8-54	Cement transported by DOH per CY				
8-55	Penalty Charge per Truck Minute	3.50		3.50	3.50
Source/Provider/Plant Name(S), City, (& Plant Certif. # if avail.) (Additional details for each plant shall be provided on ATT B.)		Fairfax Materials, Inc. Scherr, WV		Fairfax Materials, Inc. Parsons, WV	Fairfax Materials, Inc. Thomas, WV



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: Fairfax Materials, Inc.

Authorized Signature: [Signature] Date: 3-14-2022

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of March, 2022.

My Commission expires September 30, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

AMBER L. HRUBOCHAK  
NOTARY PUBLIC  
ALLEGANY COUNTY  
MARYLAND

NOTARY PUBLIC  
STATE OF MARYLAND

My Commission Expires: 06/30/2018

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Maryland.

Witness my hand and the seal of my office this 15th day of June, 2018.

Notary Public for the State of Maryland

My Commission Expires: 06/30/2018

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the State of Maryland.

Witness my hand and the seal of my office this 15th day of June, 2018.

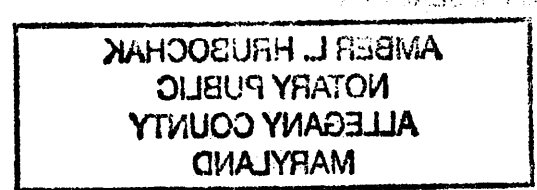
Notary Public for the State of Maryland

3-14-18

AMBER L. HRUBOCHAK  
NOTARY PUBLIC  
ALLEGANY COUNTY  
MARYLAND

My Commission Expires: 06/30/2018

Notary Public for the State of Maryland





# 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://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: Fair Fax Materials Address: 8490 Garrett Highway  
Oakland, MD 21550

Name of Authorized Agent: James W. Eber Address: \_\_\_\_\_

Contract Number: DOT 22000000 25 Contract Description: Ready Mixed Concrete CLSM

Governmental agency awarding contract: WV DOH

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: James W. Eber

Date Signed: 3-14-2022

**Notary Verification**

State of Maryland, County of Allegany:

I, Amber Hrubochak, 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 14<sup>th</sup> day of March, 2022.

Amber Hrubochak  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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

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

<b>PRODUCER</b> <b>CBIZ Insurance Services, Inc.</b> 44 Baltimore Street Cumberland, MD 21502	<b>CONTACT NAME:</b> Maria K Mayles, AAI, ACSR, AINS
	<b>PHONE (A/C, No, Ext):</b> 301 777-1500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mmayles@cbiz.com
<b>INSURED</b> <b>Fairfax Materials, Inc.</b> t/a AlleganyConcrete 21235 National Pike NE Flintstone, MD 21530	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Travelers Prop. Cas. Co. of America      25674
	INSURER B : Rockwood Casualty Insurance Company      35505
	INSURER C : RSUI Indemnity Co.      22314
	INSURER D :
	INSURER E :
INSURER F :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y6300152L504	12/31/2021	12/31/2022	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$300,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8101L5541222114G	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP4K130083	12/31/2021	12/31/2022	EACH OCCURRENCE      \$15,000,000 AGGREGATE      \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC698142	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
A	Contr Equipment			QT6600E360100	12/31/2021	12/31/2022	\$100,000 leased/rented
C	Excess Liability			NHA096438	12/31/2021	12/31/2022	\$5,000,000

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

<b>CERTIFICATE HOLDER</b> West Virginia Dept of Highways Administration Purchasing Division 2019 Washington Street, East Charleston, WV 25305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 