

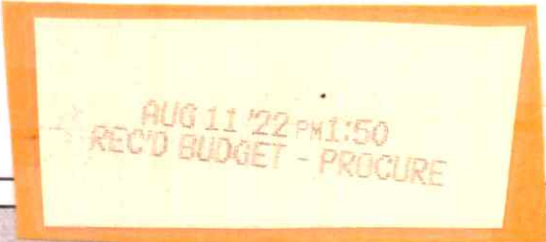


**State of West Virginia  
Agency Request for Quote**

<b>Proc Folder:</b> 1082146			<b>Reason for Modification:</b>
<b>Doc Description:</b> STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6623C005			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-08-09	2022-08-19 14:30	ARFQ 0803 DOT2300000007	1

**BID RECEIVING LOCATION**

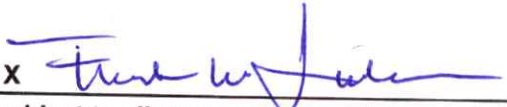
BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-260  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US



**VENDOR**

**Vendor Customer Code:** 000000203219  
**Vendor Name:** Lusher Trucking Co Inc  
**Address:** 70 Davis Branch Road  
**Street:** 70 Davis Branch Road  
**City:** Prichard  
**State:** WV **Country:** US **Zip:** 25555  
**Principal Contact:** Frank W Lusher  
**Vendor Contact Phone:** 304-486-5195 **Extension:**

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

**Vendor Signature X**  **FEIN#** 55-0577610 **DATE** 8/8/22

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



**Stone & Aggregate Delivery to Non-Established Locations - Attachment A (ATT A) Pricing Page**

L Enter VENDOR NAME: **Lusher Trucking Co Inc**

Contract Item	Contract Items. Enter Bid price in the blocks according to sourced location"(s) entered below. All materials shall be bid by Ton.	Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Limestone, Sandstone, Gravel, Sand	Steel Slag	Cinders
1	Item A Class 1 Aggregate	10.25				
2	Item B Class 2 Aggregate	10.25				
3	Item C Class 10 Aggregate	9.25				
4	Item D AASHTO #1 Aggregate	10.25				
5	Item E AASHTO #3 Aggregate	10.25				
6	Item F AASHTO #4 Aggregate	9.75				
7	Item G AASHTO #467 Aggregate	10.25				
8	Item H AASHTO #57 Aggregate	11.75				
9	Item I AASHTO #67 Aggregate	15.75				
10	Item J AASHTO #7 Aggregate					
11	Item K AASHTO #8 Aggregate	17.75				
12	Item L AASHTO #9 Aggregate					
13	Item M Stone for Gabions	11.75				
14	Item N Fine Aggregate	6.25				
15	Item OA Limestone Standard Abrasives	6.25				
16	Item OB Sandstone Standard Abrasives					
17	Item OC Steel Slag for SRIC					
18	Item PA Limestone Modified Abrasives	6.25				
19	Item PB Sandstone Modified Abrasives					
20	Item Q Rip Rap	13.25				
21	Item R Shot Rock	13.25				
22	Item S AASHTO #8 Modified	19.25				
23	Item T AASHTO #9 Modified					
24	Item U Pea Gravel					
25	Item V #11 Limestone Abrasives	10.75				
26	Item W Quarry Waste	9.25				
27	Item Z Imbricated Stone	16.75				
28	Item AA Cinders					

Enter below the Pricing for Haul of Items A-W and AA (Except for Q, R and Z):

X1	Haul, First Ton-Mile	1.45				
X2	Haul, Additional Ton-Mile	0.19				

Enter below the Pricing For Haul of Items Q, R and Z ONLY:

Y1	Haul, First Ton-Mile	1.75				
Y2	Haul, Additional Ton-Mile	0.22				

Vendors Sources/Plants Source Locations information: Enter the plant Name, Physical Address, and Phone #	Buffalo Valley Resources	10694 St Rt 2 Olive Hill Ky 41164	606-286-0065			
Vendors Storage information: Enter Location (physical address), Phone #	10694 St Rt 2 Olive Hill Ky 41164	606-286-0065				
Vendors Phone #, Email Address to contact for placing Orders:	304-486-5195	lusher236@hotmail.com				
Vendors Phone #, Email Address to contact for Invoices:	304-486-5195	lusher236@hotmail.com				
Vendors Phone #, Email Address to contact for Payment:	304-486-5195	lusher236@hotmail.com				



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.


1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**  
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Lusher Trucking Co Inc

Signed: 

Date: 8/8/2022

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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: Lusher Trucking Co Inc

Authorized Signature: *Frank W. Lusher* Date: 8/8/2022

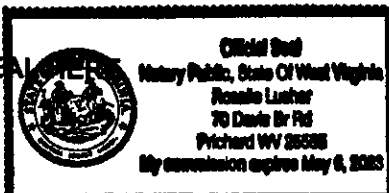
State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 8th day of August, 2022.

My Commission expires May 6, 2023.

AFFIX SEAL



NOTARY PUBLIC

*Rosalio Lusher*

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Lusher Trucking Co Inc Address: 70 Davis Branch road  
Prichard WV 25555

Authorized Agent: Frank W Lusher Address: 70 Davis Br Rd Prichard WV

Contract Number: CFRQ 0803 DOT2300000C 07 Contract Description: Stone and Aggregate Mat.&Del. to established locations

Governmental agency awarding contract: WVDOH

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 entitles 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.

Frank W Lusher, Gregory N Lusher, Terry D Lusher

**3. Any person or entity that facilltated, 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:  Date Signed: 8/8/22

**Notary Verification**

State of West Virginia, County of Wayne:

I, Frank W Lusher, 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 8th day of August, 2022.

  
Notary Public's Signature

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





# CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

08/10/2022

**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.**

<b>PRODUCER</b> Brands Insurance Agency, Inc. P.O. Box 62267 Cincinnati, OH 45262-0267 P (513) 777-7775 F (513) 777-7782 certificates@brandsinsurance.com	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	A Northland Insurance Company	24015
<b>INSURED</b> Lusher Trucking Co, Inc. 70 Davis Branch Road Prichard, WV 25555		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	WF011386	02/18/2022	02/18/2023	EACH OCCURRENCE	\$1,000,000		
					DAMAGE TO RENTED PREMISES	\$100,000		
					MED EXP (any one person)	\$5,000		
					PERSONAL & ADV INJURY	\$1,000,000		
					GENERAL AGGREGATE	\$2,000,000		
					PRODUCTS - COMP/OP AG	\$2,000,000		
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED AUTO	WF011386	02/18/2022	02/18/2023	COMBINED SINGLE LIMIT	\$1,000,000		
					BODILY INJURY (per person)			
					BODILY INJURY (per accident)			
					PROPERTY DAMAGE			
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS AUTO LIAB <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE			
	<b>WORKERS COMPENSATION</b> <input type="checkbox"/> EMPLOYERS' LIABILITY ANY PROPRIETER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <span style="float: right;">Y/N</span> If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right;">N</span>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">WC STATUTORY LIMITS</td> <td style="width: 30%;">OTHER</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	
WC STATUTORY LIMITS	OTHER							
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT			
					OTHER THAN AUTO ONLY			
					EACH ACCIDENT			
					AGGREGATE			
A	Cargo	WF011386	02/18/2022	02/18/2023	Limit (dump truck): \$10,000 Limit (tractor): \$100,000 Deductible: \$1,000 Deductible (theft only): \$2,000			

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 Certificate holder is listed as additional insured for Primary liability and General liability.

<b>CERTIFICATE HOLDER</b>  Listed as Additional Insured: State of West Virginia 1900 Kanawha Blvd. E Building 5 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 
---	--

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR STONE AND AGGREGATE WITH DELIVERY BY VENDOR TO NON-ESTABLISHED LOCATIONS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@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	Item A Class 1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**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
2	Item B Class 2 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**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
3	Item C Class 10 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
4	Item D AASHTO #1 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
5	Item E AASHTO #3 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**BUYER 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
6	Item F AASHTO #4 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**BUYER 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
7	Item G AASHTO #467 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
8	Item H AASHTO #57 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
9	Item I AASHTO #67 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE TO:** STATE OF WEST VIRGINIA

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
10	Item J AASHTO #7 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE TO:** STATE OF WEST VIRGINIA

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
11	Item K AASHTO #8 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.



**INVOICE 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
12	Item L AASHTO #9 Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
13	Item M Stone for Gabions	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**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
14	Item N Fine Aggregate	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**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
15	Item OA Limestone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
16	Item OB Sandstone Standard Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
17	Item OC Steel Slag for SRIC	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
18	Item PA Limestone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
19	Item PB Sandstone Modified Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**ORDER**

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
20	Item Q Rip Rap	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**ORDER**

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
21	Item R Shot Rock	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
22	Item S AASHTO #8 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
23	Item T AASHTO #9 Modified	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
24	Item U Pea Gravel	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**INVOICE 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
25	Item V #11 Limestone Abrasives	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**PRICE 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
26	Item W Quarry Waste	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**PRICE 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
27	Item Z Imbricated Stone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.



**BUYER 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
28	Item AA Cinders	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
11111600			

**Extended Description:**

Vendor shall use ATT A to enter pricing & source info. NOTE: Vendor, Do NOT enter prices on commodity lines in OASIS.

**BUYER TO**

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE BY 10AM	2022-08-12

	Document Phase	Document Description	Page 17
DOT2300000007	Final	STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6623C005	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

### **3A. BID SUBMISSION**

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

SEALED BID: STONE & AGGREGATE MAT & DEL.TO NON-ESTAB. LOCATION 6623C005  
BUYER: DUSTY SMITH  
SOLICITATION NO.: ARFQ DOT230000007  
BID OPENING DATE: 08/19/2022  
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:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

**10. 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>.

**10A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or

incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ award \_\_\_\_\_ and the initial contract term extends until one (1) year \_\_\_\_\_.

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

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

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

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

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

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

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



**Other:** See attached.

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

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

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

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

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

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

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

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project exceeding \$25,000 in total cost shall furnish a valid 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 100% of the contract value. 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 received by the Agency prior to Contract award.

**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.

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

WV Contractor's License

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
(\$1,000,000.00) one million \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: one million dollars per occurrence.

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

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR 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.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors

for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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



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

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

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

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

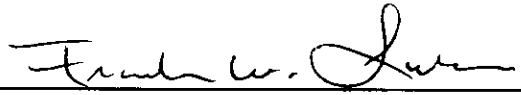
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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

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

 President

---

(Name, Title)  
Frank W Lusher President

---

(Printed Name and Title)  
70 Davis Branch Road Prichard 25555

---

(Address)  
304-486-5195 Fax 304-486-9060

---

(Phone Number) / (Fax Number)  
lusher236@hotmail.com

---

(E-mail address)

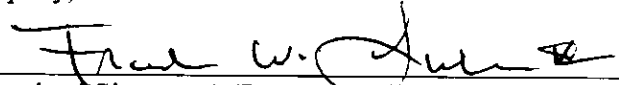
**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Lusher Trucking Co Inc

---

(Company)



---

(Authorized Signature) (Representative Name, Title)

Frank W Lusher President

---

(Printed Name and Title of Authorized Representative)

8/8/2022

---

(Date)

304-486-5195 Fax 304-486-9060

---

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Stone & Aggregate with Delivery to Non-Established Locations

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for various sizes and types of Stone, Aggregate, Cinders, and Slag materials with hauling and delivery by the Vendor, F.O.B. to **NON-ESTABLISHED** locations not able to be supplied by another contract for WVDOH.
  
2. **DEFINITIONS:** The terms listed throughout this solicitation shall have the assigned meaning as indicated below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“AASHTO”** - American Association of State Highway and Transportation Officials. Reference: [www.transportation.org](http://www.transportation.org).
  - 2.2 **“Agency”** – for this contract refers to the WV Division of Highways.
  - 2.3 **“Agency Delivery Order”, and “ADO”** - interchangeable terms for the document generated by the ordering Agency to be entered into wvOASIS in order to facilitate payment of invoiced Contract Items as ordered by the Agency’s official “WV-39 Contract Release Order” (or like form) sent to the Vendor.
  - 2.4 **“Attachment A”, “Pricing Pages”, and “ATT A”** – interchangeable terms for the MANDATORY FORM and pages, contained in wvOASIS and attached hereto, upon which Vendor shall list its proposed bid price and all details as requested by this solicitation for goods and service Items, and used to evaluate the solicitation responses. The official pricing shall be taken from this Contract’s ATT A Pricing Pages.
  - 2.5 **“Blanket Release Order”, “WV-39 Form”, and “Release Order”** – interchangeable terms for the document issued by the ordering Agency as the actual order to release contract goods and/or service items issued against a blanket purchase agreement, and the details from which the Vendor uses to create its invoice.
  - 2.6 **“Contract Item”, “Items”, and “Pay Items”** – interchangeable terms for the goods and/or services for which bids are sought and identified in Section 3, the Pricing Pages, and referred to in any and all of the other Attachments and Exhibits that the Agency has made part of this Solicitation.
  - 2.8 **“Contractor” and “Vendor”** - interchangeable terms referring to any person or entity that submits a bid in response to the solicitation, the 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 a contract, as context requires.
  - 2.9 **“Default Remedy Costs”** - monetary compensation due from Vendor to cover the actual and direct cost of any substituted goods and/or service required for project completion if Vendor breaches the contract by failing to complete the project/Delivery Order.

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

- 2.10 “Emergency Work” and “Emergency Requests”** – interchangeable terms for the delivery of goods and/or services (as designated by Agency District Engineer or his or her designee, at a minimum), which must be done by the Vendor without delay, based on Agency need and instruction, due to circumstances the Agency could not have reasonably expected.
- 2.11 “Engineer” and “Division”** – interchangeable terms used in these specifications, or the Standard Specs, referring to the Agency’s/WV Division of Highways Engineer or his/her designee, having authority and final acceptance determination of Contract Items, work, methods, and project completion, as per Standard Specs Section 105.
- 2.12 “F.O.B. Destination”, and “Free-on-Board Destination”** – interchangeable terms meaning Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser. The bid price for materials shall include Delivery at the Vendor’s expense.
- 2.13 “Liquidated Damages”** - monetary compensation due from the Vendor in the event 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 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 latest table made available by the WVDOH Contract Administration Division, as amended.
- 2.14 “Materials Procedures” and “MP documents”** – interchangeable terms referring to the Materials Control Soils and Testing articles, as amended, available at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>.
- 2.15 “MCS&T”** - Materials Control, Soils and Testing Division of the WV Division of Highways, <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.16 “Standard Specs”**- the “WV Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges”, most recent edition, as modified/amended by subsequent Supplemental Specifications, and providing details, directions, and provisions of the contract’s commodity items and related work. It shall be understood and agreed that the Standard Specs shall remain subject to future changes and the latest amendments and addendums thereto shall prevail and be adopted “as amended”, meaning on an ongoing basis, any time the words “Standard Specs” are used.  
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>
- 2.17 “Unit of Measure and UOM”** – interchangeable terms, for the physical unit of measurement assigned by the WVDOH to goods and service Items, per contract.

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

**2.18 “WV Straight Line Diagrams ”-** WVDOH’s source for the WV Primary Routes and WV Secondary Routes that the Vendor shall take as instructed for providing contract goods and/or services. The diagrams are available in each WVDOH District Office and the WVDOH Central Office.

**3. GENERAL REQUIREMENTS:**

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the current book edition, plus \$5.00 for the latest Supplemental) by completing the “Standard Specifications Order Form”  
<https://transportation.wv.gov/highways/contractadmin/specifications/Documents/SpecBookOrderForm20220202.pdf> and emailing it to [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov) or mailing it 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:  
<https://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

**3.3 Materials:** All materials bid and provided under this contract must meet or exceed the mandatory requirements as shown below and adhere to Standard Specs, as amended:

<u>MATERIAL</u>	<u>STANDARD SPECS SECTION</u>
Fine Aggregate (NOTE 1)	702
Coarse Aggregate (NOTE 1 & 4)	703
Crushed Stone	703.1
Rip Rap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (NOTE 2, 3, 5 & 8)	
Aggregate for Base and Sub-base see also 704.6.2	704.6
# 8 Modified and # 9 Modified ( NOTE 3 & 4)	703.3
# 11 Limestone for SRIC (NOTE 6)	703.1
Quarry Waste (NOTE 7)	
Steel Slag for SRIC (NOTE 8)	703.3
Imbricated Stone (NOTE 9)	704.5

**NOTE 1: Fine Aggregate** on the Pricing Page shall be for Portland cement concrete or mortar sand. The particular type shall be specified by the Agency on the Delivery Order. Coarse aggregate on the Attached Pricing Pages (ATT A) is identified by an AASHTO

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

standard size; AASHTO Size # 1, AASHTO Size # 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by Class 1, Class 2, and Class 9, etc.

**NOTE 2: Abrasives:**

**A. Quality**

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed six (6).
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the # 8, the sieve shall have a majority of crushed particles.

**B. Gradation - Material shall adhere to AASHTO T-27:**

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
# 100	0-10	0-4

**NOTE 3:** In addition to meeting the gradation requirements of AASHTO # 8 and # 9 aggregate in table 703.4, Modified AASHTO # 8 and Modified AASHTO # 9 aggregate shall have a maximum of 2% passing the # 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO # 8 and Modified AASHTO # 9 aggregate shall meet all other requirements for AASHTO # 8 and AASHTO # 9 aggregate.

**NOTE 4:** With the exception of the following Contract Items, grading on all specified sieve sized for material and grading shall adhere to AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO # 7
- Item K, AASHTO # 8
- Item L, AASHTO # 9
- Item S, AASHTO # 8 Modified
- Item T, AASHTO # 9 Modified

**NOTE 5: Cinders:**

**A. Definition**

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard # 4 (4.75 mm) sieve.

C. Gradation: Material shall adhere to AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
# 100	0-20

**NOTE 6: # 11 Limestone for SRIC:**

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 8 (2.36 mm) sieve.

B. Gradation: Material shall adhere to AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
# 4	40-90
# 8	10-40
# 100	0-5

**NOTE 7: Quarry Waste** shall adhere to Standard Specs 716.1.1 Random Material, as amended.

**NOTE 8: Steel Slag for SRIC:**

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard # 4 (4.75 mm) sieve.

B. Gradation: Materials shall adhere to AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
# 100	0-20



REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

**NOTE 9: Imbricated Stone/Rock** shall meet Standard Specs 704.5 Special Rock Fill, as amended. Size shall be a minimum of 36 inches with a maximum of 72 inches. Imbricated Stone/Rock shall have two flat surfaces that may be used in a stackable manner. Imbricated Stone/Rock may be used in conjunction with Standard Specs 218.3 and 218.4, as amended.

- 3.4 Sampling and Testing** for quality of all items furnished in this contract will be the responsibility of WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production). All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector. Other minimum frequencies shall adhere as follows:

<u>Property</u>	<u>Frequency</u>
Gradation, Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production.  See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See NOTE 2 below.

**NOTE 1:** Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

**NOTE 2:** In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods in accordance with established Division procedures. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Abrasives and Steel Slag Items will be considered fine aggregate as outlined in MP 700.00.22.

- 3.5 Acceptance Plan:** Per Standard Specs 703, crushed stone shall consist of particles of clean, hard, tough, durable rock, free from adherent and foreign material. Acceptance for gradation shall be based on test results provided and certified by Vendor to be true test results and representative of the material supplied to WVDOH, on consecutive

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance Vendor's quality control plan outlined in MP 700.00.51. Vendor shall provide the gradation test results to the WVDOH within 72 hours.

**3.5.1 Sampling Testing & Evaluation:** Per Standard Specs 704, the Agency reserves the right to have delivered materials sampled, tested, and evaluated. If material fails to comply with WVDOH quality requirements, the Agency, at its own discretion, shall notify Vendor that the nonconforming material will not be accepted and shall be removed and replaced at Vendor's expense, or at the option of the ordering Agency may be left in place with reduced payment.

At the discretion of the Agency, material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be based on test results, provided and certified by Vendor to be true test results and representative of the material supplied to WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. Vendor shall provide gradation test results to WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51, as amended. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

**3.5.2 When a sub-lot of material is to have its price adjusted,** the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1. The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. However, in no case shall a sub-lot of material have its price adjusted more than once, and the first adjustment determined shall apply. When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 1

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

NONCONFORMING SIEVE SIZE	MULTIPLICATION FACTOR
Plus # 40	1
# 40	1.5
# 50	1.5
# 100	2.0
	(1.3 for abrasives and cinders)
# 20	2.5
1/2"	1
3/8"	1

TABLE 2

DEGREE OF NON-CONFORMANCE	PERCENT OF CONTRACT PRICE TO BE REDUCED
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

\*WVDOH will make a special evaluation of the material and determine action.

**3.5.3 If Vendor delivers a specific quantity of material from a stockpile**, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity:

For a non-conforming sub-lot, the percent price reduction shall be determined as set forth above. The quantity of the non-conforming sub-lot shall then be calculated as a percent of the Total of material contained in the stockpile. To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

$$TD \left[ 1 - \frac{PQn}{100Qt} \right] = AP \text{ (price to be paid after adjustment)}$$

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

WHERE      T = tonnage delivered  
              P = percent price reduction  
              D = cost per ton  
              Qn = quantity of non-conforming sub-lot(s)  
              Qt = quantity of total stockpile  
              AP = adjusted payment

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total price before adjustment for tonnage delivered (TD).

If three sub-lots are non-conforming calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on.

Example:

$(AP1 + AP2) - TD =$  Final price to be paid after adjustments

OR

$(AP1 + AP2 + AP3) - 2 TD =$  Final price to be paid after adjustments

WHERE: AP = price to be paid after initial adjustment for one non-conforming sub-lot determined as above.

If material is delivered from a continuous stockpile being continuously replenished while having material removed for these applications, certification shall be based on the shipment samples.

- 3.5.4** For Aggregate for Base/Subbase course, material shall consist of gravel, crushed gravel, crushed stone, crushed slag, or any combination of these materials uniformly blended to conform to 704.6.2, with exception: Los Angeles abrasion is not required for blast furnace slag. Natural or manufactured sand may be used as a component of the blend. Crushed slag shall adhere to 703.3 with exception. When gravel is to be used in stabilized (treated) base or subbase construction, it need not be crushed. When used in an unstabilized base or subbase construction, the gravel shall be crushed as specified. When Vendor elects to blend materials, each component of the blend shall meet 704.6.2. Blade or road mixing will not be allowed. When shoulders are specified, natural sand may not be used as a shoulder component.

Vendor shall adhere to Standard Specs 704 and sampled per MP 700.00.06, as amended. Frequency of sampling and testing and plotting of gradation test data shall adhere to established Division procedures. Material failing to comply with the Specification requirements when sampled, tested, and evaluated per Division procedures and/or disapproval of the Engineer, shall be removed and replaced at the Contractor's expense, or, at the option of the Engineer, may be left in place with reduced payment.

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

**3.6 Weighing Materials Delivered by Modes of Transportation Other Than Trucks:**

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the Agency, and the weights of such materials shipped shall be certified, by Vendor or its authorized agent, to be correct. The minimum barge delivery requested will be approximately 6,500 tons per the order. When barge delivery is required, Contract Items will be ordered in 1,500-ton increments.

**3.7 Emergency Work** as ordered by the Engineer, shall be initiated as instructed on the Delivery Order and within twenty-four (24) hours from when the Delivery Order is received by the Vendor therefore a rushed response with goods or service delivery is required, (see the definitions of these Contract Specifications. Emergency work shall be prominently noted on the Delivery Order. The Agency's designated emergency work shall be paid at 1.50 times the Vendor's contract price. To facilitate payment, the Agency should include the word "Emergency" order on its Delivery Order (and the ADO entered into wvOASIS) to denote its calculation of pricing at the emergency rate.

**4. SAFETY:**

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

**5. CONTRACT AWARD & BID INSTRUCTIONS:**

**5.1** This Contract is intended to provide Agencies with a purchase price on all Contract Items. A contract shall be awarded to all responsible, qualified Vendors meeting the requirements of these specifications. By completing both Attachment A (ATT A) spreadsheets as instructed, Vendor shall supply its pricing with corresponding plant source and storage site information for all Items bid. On the ATT A, the Vendor shall provide its pricing for materials plus delivery (F.O.B. destination to the Agency's specified locations), from Vendor's sourced plant/storage sites. The low bid Vendor will be determined at the time of need, as per Section 6 of these Specifications.

**Download Spreadsheets, Enter Bid Electronically, & Upload to wvOASIS:** To avoid errors and expedite the evaluation, Vendor should *electronically* enter its bid information in the ATT A spreadsheets provided with this solicitation and upload them, with its remaining bid documents, into wvOASIS. Vendor can request the electronic copy of the spreadsheets by sending an email request to the buyer: [Kristy.E.James@wv.gov](mailto:Kristy.E.James@wv.gov).

Changing Units of Measure or other information on the ATT A or submitting delivery terms and conditions contrary to those provided by the Agency shall result in the disqualification of the altered ATT A line Item. Submitting bid information on forms

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

other than those Attachments provided with this solicitation shall result in the disqualification of all Contract Items bid on the erroneous pages.

**5.1.1 Attachment A “ATT A” (Pricing Pages):** The Pricing Pages contain a list of Contract Items including, but not limited to, Limestone, Sandstone, Gravel, Sand, Cinders, Blast Furnace Slag, Steel Slag, SRIC Aggregate, and Haul by Vendor. Vendors may bid any or all Items and locations, and shall use the Agency’s specified unit of measure, type, and size, per Item. Vendor shall supply on ATT A, the plant name and its most recent 911 address/physical street address, city, and state, for Plant Location(s) as requested for each plant sourced, as paired with pricing. Vendor shall exclude no locations pertinent to its Items bid. The Agency reserves the right to request any one or combination of awarded Items at the lowest overall total. In addition to pricing.

- **Pricing Shall Be Honored:** All bids or pricing submitted shall be held and honored by the Vendor for no less than 90 days after the bid opening date.
- **No Guaranteed Purchase:** When available, the Agency supplies estimated quantities on the Pricing Pages *as an approximation only*, intended strictly for bid evaluation and award determination purposes. There shall be no guarantee that any Item will be purchased throughout the life of this contract. Bidding on any one contract Item may not imply acceptance of any other Contract Item(s). 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.
- When providing its pricing on the ATT A, Vendor should take into consideration any applicable merchant credit card fees in the event that the Agency’s payment to Vendor is via credit card.
- **OASIS BID SUBMISSION NOTES:** The pricing provided on the ATT A shall be used as Vendor’s final price by the Agency when performing bid evaluation and award determination, (regardless of any price or details the Vendor may enter into the commodity lines within OASIS). Bid prices and comments made in the wvOASIS system on the Commodity lines/Description lines etc. will not be considered for bid evaluation or award. **BIDS THAT DO NOT INCLUDE ATT A WILL BE DISQUALIFIED.**

**5.3 Contract Award Transition:** Upon award of this contract, whether the effective date, 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 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 it 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 Vendor 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

**REQUEST FOR QUOTATION**  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

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 Agencies 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.

- 5.4 Price Adjustment of Fuel Oil # 2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 5.5.A below.

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

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

Where: Pa = Price Adjustment  
Mbp = Monthly base price at time of placement  
Cbp = Contract Base Price at time of bidding\*  
C = Cost Adjustment Factors per Unit, as per Figure 5.5.A  
Q = ‘As Constructed’ Quantity

**FIGURE 5.5.A**

Description	Factor	Applicable Item
Aggregate Production	0.49	Contract Item A thru Z and AA
Aggregate Haul	0.10	Contract Items X and Y

**Fuel Adjustments will be based on the August 2022 Fuel Prices on the Contract Administration website for Fuel, Asphalt and Cement Prices:**  
<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

- 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:**

At the time of need, the Agency will evaluate the ATT A pricing and materials source locations from each contract, determine the total price for Contract Items by location, and order from the Vendor whose bid is low for material Items *plus* the Haul by Vendor, Items. Haul distance shall be computed by the Agency using the most direct suitable route from Vendor’s sourced storage site, to the mid-point of the non-established Agency location as specified.

REQUEST FOR QUOTATION  
Stone & Aggregate with Delivery to Non-Established Locations

---

**7. ORDERING AND PAYMENT:**

**7.1 Ordering:** Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order. 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. Vendor shall accept orders through email, wvOASIS, regular mail, facsimile, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it must include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online. The Agency reserves the right to request any one or a combination of awarded Items at the lowest overall total cost to the Agency.

**7.2 Delivery Order:** The ordering Agency will generate a blanket Release Order WV-39 to officially release the ATT A goods/services Items from this purchase order Contract. Once complete, the Delivery Order shall be sent to Vendor via email, fax, postal mail, or delivery. and Agency should enter an ADO into wvOASIS at this time. Agency should thoroughly and carefully convey expectations, which may require the Agency to call Vendor and discuss details prior to creating the official *written* Release Order, detailing ATT A Contract Items and pricing, quantities, project location, materials source location, start and completion timeline, and any special instruction regarding goods/service delivery required.

**Entry of ADO in OASIS:** To facilitate Vendor with creation of its invoice, meet Agency accounting requirements, and enable processing of payment (in any form), the Agency should take all necessary steps to generate the ADO and enter it into wvOASIS at the same time it issues the WV-39 Release Order to the Vendor, to avoid payment processing issues due to date conflicts.

**7.2.1 Revisions:** As the Agency's work-needs dictate, the Agency reserves the right to make revisions and change orders to previously issued Delivery Order(s), to be done in the form of subsequent Delivery Order(s) and sent to the Vendor.

**7.2.2 Vendor Acceptance & Written Verification of Receipt is Required:** Vendor must provide the ordering Agency with *written* acknowledgement of all Agency Delivery Orders and/or any modifications thereto. Vendor shall respond to the Agency in writing no later than three (3) calendar days of the date on the issued Delivery Order. Failure to comply with this requirement shall be considered refusal of the Delivery Order, see Delivery Order Failure and Contract Default Sections below. In such an event, the Agency shall proceed at its own discretion, to cancel the Delivery Order, seek to obtain the goods or services from another



REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

low bid Vendor, (without the same Tax Identification Number as the failing Vendor), or, if unavailable, proceed with an open market Emergency Purchase.

- 7.3 Payment:** Upon completion of the Delivery Order, Vendor shall accept payment, at this awarded Contract's ATT A rates, per the payment procedures of the State of WV. The State of WV currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of 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. 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 the Agency's discretion.
- 8. DELIVERY, AND RETURN:** Vendor shall deliver and deposit all contract materials as directed by the Agency on its Delivery Order.
- 8.1 Delivery Time:** Vendor shall complete standard orders within five (5) business days from receipt of Delivery Order unless otherwise specified by the Agency on the Delivery Order. As per Section 3.7, Vendor shall deliver Emergency requests within an agreed upon timeframe established by the Agency and the Vendor. Vendor shall fulfill all orders according to the Agency's Delivery Order schedule. If for any reason Vendor determines it is not able to commence and fulfill the Delivery Order as agreed/accepted, **Vendor shall provide, in writing, to the ordering Agency the reason for its failure no later than three (3) business of the Agency Delivery Order/Release Order date, and no later than 4:00pm.**
- 8.2** VENDOR SHALL NOT HOLD ORDERS until any minimum delivery quantity is met.
- 8.3** The Agency expects that the Vendor shall source from the source nearest the Agency's established delivery location. As applicable, in-state delivery routes will be mapped by the WVDOH by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The Agency will determine the route to be taken due to bridge and/or road restrictions. Out-of-state delivery routes will be mapped by utilizing "Google Maps" or a similar source for routing to the WV State line at which time; the Straight-Line Diagrams will be sourced to the Agency's specified location.
- 8.4 Late Delivery & Vendor Performance Failures:** Any failed delivery/Item provision, including Items not compliant with the quality requirements of this contract, if deemed "harmful" by the Agency and at its own discretion, shall be grounds for Delivery Order's cancellation by the Agency, making it necessary for the Agency to obtain the items ordered from an alternate party. Contractual failures shall be subject to Liquidated Damages, and/or Default Remedy Costs. The Agency reserves the right to hold the failing Vendor responsible for the failure/damage-costs incurred by the Agency for remedying the contractual default. Vendor shall hereby understand and agree that any amount due from Default Remedy Costs and/or Liquidated Damages shall be applied by the Agency

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

in the form of an off-set reduction to the total amount of Vendor's final invoice.

**8.4.1 Default Remedy Costs and/or Liquidated Damages** when applied by the Agency at its sole discretion, shall result in 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. The failed Delivery Order may also be subject to liquidated damages. At the discretion of the WVDOH, 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 Standard Specs schedule in Section 108.7.1, as amended.

Table 108.7.1  
**SCHEDULE OF LIQUIDATED DAMAGES**

Original Contract Amount		Daily Charge
From More Than	To And Including	Per Calendar Day
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

Agency should provide supporting documentation of Vendor's performance failure to WVDOH's Procurement unit. Any Agency seeking to obtain Items from the open market under the open market provision must first obtain approval of the Purchasing Division.

- 8.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. In the event that the Agency's payment for the Vendor is by Agency payment card/credit card, Vendor should allow for the cost of credit card fees in its bid pricing.
- 8.4 Return of Unacceptable Items:** At its own discretion, if the Agency deems the Contract Items to be unacceptable or not compliant with the contract terms, the Items shall be returned to Vendor at Vendor's expense with no restocking charge. At the Agency's direction, Vendor shall either: 1) arrange for the return as specified by the Agency or 2) permit the Agency to arrange for the Item's return, at the Agency's convenience, and reimburse Agency for delivery expenses. At the Agency's discretion, the returned product shall either be replaced on the returned date or as directed by the Agency, or the Agency shall receive a full credit or refund of the purchase price within three business days of the return.

REQUEST FOR QUOTATION  
Stone & Aggregate with Delivery to Non-Established Locations

---

- 8.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt. Vendor shall not charge a restocking fee if returned products are in a resalable condition, unused. 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, whichever is less.
- 8.6 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. 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 Vendor's written acknowledgement.
- 8.7** Deliveries made by Vendor shall consist only of the ATT A Contract Items, ordered by that ordering location. At no time shall property belonging to the WV Department of Transportation be utilized as a lay-down or storage facility by Vendor leaving any Items with the intent to distribute to any alternate location.

**9. VENDOR DEFAULT:**

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

REQUEST FOR QUOTATION  
**Stone & Aggregate with Delivery to Non-Established Locations**

---

**10. MISCELLANEOUS:**

- 10.1 No Substitutions:** Vendor shall supply only Contract Items submitted 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 Reports:** For Items purchased during the term of this contract, the Vendor shall provide the Agency with reports, in electronic spreadsheet format, with purchased Contract Items, total dollar value, quantities, shipments, and delivery information, quarterly, or annual summaries, or upon request. Failure to supply such reports may be grounds for cancellation of this contract.
- 10.4 Contract Manager:** During its performance of this contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this contract. Vendor shall provide the Agency with its current email addresses, billing/payment addresses, phone numbers, fax numbers, and any changes to the latter or its Contract Manager during the life of the contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Frank Lusher  
**Telephone Number:** 304-486-5195  
**Fax Number:** 304-486-9060  
**Email Address:** lusher236@hotmail.com

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

