



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1166364
Solicitation Description: Addendum 1:WINTER GRADE BITUMINOUS PATCHING MIXTURE-COLD MIX
Proc Type: Agency Master Agreement

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2023-02-08 14:30 | SR 0803 ESR02062300000003549 | 1 |

VENDOR
 000000203375
 KELLY PAVING INC

Solicitation Number: ARFQ 0803 DOT2300000052
Total Bid: 0
Response Date: 2023-02-06
Response Time: 14:50:56
Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 304-414-6859
 dusty.j.smith@wv.gov

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

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|---------|------------|------------|-----------------------------|
| 1 | Winter Grade Bituminous Patching Mixture (Cold Mix) | 0.00000 | TON | 0.000000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 30121601 | | | |

Commodity Line Comments:

Extended Description:

SEE ATTACHED PRICING PAGE-ATT A FOR ACTUAL COST



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

| | | | |
|--|----------------------------|-------------------------|---|
| Proc Folder: 1166364 | | | Reason for Modification: Addendum 1 |
| Doc Description: Addendum 1:WINTER GRADE BITUMINOUS PATCHING MIXTURE-COLD MIX | | | |
| Proc Type: Agency Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2023-02-01 | 2023-02-08 14:30 | ARFQ 0803 DOT2300000052 | 2 |

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Kelly Paving, Inc.

Address : P.O. Box 66

Street : 1731 Old State Route 7

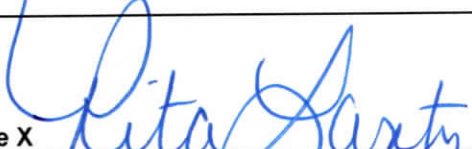
City : Rayland

State : Ohio **Country :** US **Zip :** 43943

Principal Contact : Rita Lantz

Vendor Contact Phone: (740) 859-2104 **Extension:**

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

Vendor Signature X  **FEIN#** 55-0583614 **DATE** February 8, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2023

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

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

| | | |
|--|--|------------------------------------|
| PRODUCER AssuredPartners of Ohio LLC, Richfield 3900 Kinross Lakes Parkway #300 Richfield OH 44286 | CONTACT NAME: Lisa Trnjan PHONE (A/C No, Ext): 800-860-0090 E-MAIL ADDRESS: Lisa.Trnjan@assuredpartners.com | FAX (A/C, No): 440-356-2126 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Kelly Paving, Inc. P.O. Box 66 Rayland OH 43943 | License#: 954553 SHEL&SA-23 | NAIC # |
| | INSURER A: Cincinnati Insurance Company | 10677 |
| | INSURER B: NorthStone Insurance Company | 13045 |
| | INSURER C: American Guarantee & Liab Ins | 26247 |
| | INSURER D: Travelers Property Casualty Co of America | 25674 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 1554267399

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|------------|---------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | ENP0609842 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HCPD | Y | | ENP 0609842 | 4/1/2022 | 4/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | EUP 0573222 | 4/1/2022 | 4/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | ENP0609842 | 4/1/2022 | 4/1/2023 | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER OH Employer Liab E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Work Comp WV | | | WCN6006393 | 4/1/2022 | 4/1/2023 | West Virginia WC |
| C | Excess Liab - Zurich | | | AEC 0113421-07 | 4/1/2022 | 4/1/2023 | XS Liab 10x5 |
| D | Leased/Rented Equip | | | QT-660-4827A339-TIL | 4/1/2022 | 4/1/2023 | Leased/Rented Equip Statutory 10,000,000 1,000,000 |

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

Solicitation No. AFRQ 0803 DOT2300000052 Winter Grade Bituminous Patching Mixture Cold-Mix Bid

State of West Virginia Division of Highways is named as Additional Insured in regard to the General Liability and Automobile Liability when required by contract.

CERTIFICATE HOLDER

State of West Virginia, Budget & Procurement, Division of Highways
 Building 5, Room A-317, 1900 Kanawha Blvd E
 Charleston WV 25305
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Addendum 1 is issued:

1. To attach vendors questions and responses
2. To attach revised Attachment A (Pricing Page)
3. To attach Exhibit 2 (Delivery Location Information)

No other changes

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
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 | Winter Grade Bituminous Patching Mixture (Cold Mix) | 0.00000 | TON | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 30121601 | | | |

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

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|---------------------------------|-------------------|
| 1 | Technical Questions due at 10am | 2023-02-01 |

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT230000052

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

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

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

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

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

Kelly Paving, Inc.

Company

Authorized Signature

February 8, 2023

Date

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

SOLICITATION NUMBER: ARFQ DOT2300000052

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. To attach vendors questions and responses
2. To attach revised Attachment A (Pricing Page)
3. To attach Exhibit 2 (Delivery Location Information)

NO OTHER CHANGES

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

Terms and Conditions:

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

ATTACHMENT A

Solicitation Number DOT23*52 6623C027

Responses to Questions from Vendors

Question 1

Do you have an estimate for quantities needed by location? Considering the short contract period Upon award – 3/31/2023, there is little time to manufacture large quantities of material and to meet the required 10-day delivery window for orders received. To provide a responsible bid, it would be helpful to know how much material each location expects to need. This will help us determine which locations we can service.

Answer 1

Estimated quantities by location have been added to a revised Pricing Page (ATT A REV).

In regards to the 10-day delivery window, the time frame can be negotiated between the Vendor and WVDOH as noted in Section 6.2 which is listed below.

6.2 Delivery Time: Vendor shall deliver standard orders within 10 working days after orders are received, or upon the date negotiated and agreed upon by both the WVDOH and the Vendor. Vendor shall deliver emergency orders within two (2) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Question 2

Do you have a delivery address for each location? Deciding if a location can take a tractor trailer delivery vs tri-axle delivery of material is helpful in determining the shipping cost and logistics of planning deliveries.

Answer 2

We have provided the physical addresses of delivery locations and indicated tractor trailer or tri-axle delivery access in Exhibit 2 (EXH 2). It was not possible to obtain all requested location information within the timeframe of this solicitation; however, the County and Delivery area are indicated and should be sufficient for determining a bid price without an exact address. The exact physical address and delivery details will be available to the vendor at the time the Agency Delivery Order is placed.

**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: 6623C027-WINTER GRADE BITUMINOUS PATCHING MIXTURE-(COLD MIX)

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2300000052

BID OPENING DATE: 02/08/23

BID OPENING TIME: 2:30pm

FAX NUMBER: Call 3043526070 for get a fax number

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 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
Upon Award _____ and the initial contract term extends until March 31, 2023.

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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Josh Reed, Manager
(Printed Name and Title)
P.O. Box 66, Rayland, Ohio 43943
(Address)
(740) 859-2131 / (740) 859-6137
(Phone Number) / (Fax Number)
j.reed@shellyandsands.com
(E-mail address)

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

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

Kelly Paving, Inc.
(Company)


(Signature of Authorized Representative)

Rita Lantz, Assistant Vice-President
(Printed Name and Title of Authorized Representative)

February 8, 2023
(Date)

(740) 859-2104 / (740) 859-6137
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish a short-term, open-end contract for Winter Grade Bituminous Patching Mixture (Cold Mix) for use on maintenance and repair projects throughout West Virginia, for delivery to designated WVDOH storage sites.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“AASHTO”** - used throughout this Solicitation means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.2 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
 - 2.3 **“ASTM”** - used throughout this Solicitation means the American Society for Testing and Materials. Reference: www.astm.org
 - 2.4 **“Cold Mix”** - used throughout this Solicitation means Winter Grade Bituminous Patching Mixture.
 - 2.5 **“Contract Item”** - The list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
 - 2.6 **“Emergency Orders”** - Orders that are required to be filled without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
 - 2.7 **“Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
 - 2.8 **“Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
 - 2.9 **“Standard Specs”** - used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

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

3. GENERAL REQUIREMENTS:

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

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Sections 401, 702, 703, and Special Provision Section 412, Exhibit 1 (EXH 1), as amended.

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

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Item, Cold Mix, on an open-end basis. Contract Item must meet or exceed the mandatory requirements as shown below.

3.2.1 Materials

3.2.1.1 Aggregate:

The coarse aggregate shall be a clean material consisting of crushed stone, crushed gravel, or slag, meeting the requirements of the Standard Specs Sections 703 respectively. Fine aggregate shall meet the requirements of the Standard Specs Section 702.3.

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

Allowable standard aggregate sizes shall be #89, #9 or a blend composed of #8 with a minimum of 50% #9. The aggregate gradation shall be as recommended by the liquid asphalt supplier.

The gradation shall be determined in accordance with AASHTO T27 and AASHTO T11.

The aggregate fraction of the final mixture shall meet the crushed particle requirements of the Standard Specs 703.2.2. Questionable aggregates shall be tested as per WVDOH Materials Controls, Soils and Testing Division, Materials Procedure MP 703.00.21, except the #8 sieve will be used. For a copy of this Procedure, please reference: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

3.2.1.2 Asphalt Material:

The asphalt material shall be liquid asphalt containing a minimum of 2.5% chemical anti-stripping additives meeting the requirements of the liquid asphalt supplier.

Results from the following test methods and any additional tests conducted by the liquid asphalt supplier shall be presented to the respective WVDOH District Materials Engineer/Supervisor for review prior to production.

Modified Asphalt Test

- 1) Flash Point °C (°F) - AASHTO T79
- 2) Kinematic Viscosity in cSt at 60°C (140°F)
Requirement – 350 to 500 cSt – AASHTO T201
- 3) Water (%) – Requirement – 0.2% maximum – AASHTO T55
- 4) Distillate Test – AASHTO T78
 % to 225°C (437°F)
 % to 260°C (500°F)
 % to 315°C (600°F)
 Residue (%) at 360°C (680°F)

Residue Tests

- 1) Ductility at 25°C (77°F) – AASHTO T51
- 2) Solubility Test – AASHTO T44

3.2.1.3 Composition of Mixture:

The aggregates and asphalt material shall be combined in such proportions that the composition by weight of the finished mixture shall meet the requirements of the plant mix formula.

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

The aggregate fraction of the mixture shall be evaluated in accordance with AASHTO T27 and AASHTO T11 and shall meet the requirements of the plant mix formula range. Any material failing to meet specification requirements on any sieve shall not be approved.

The minimum amount of asphalt shall be as indicated in the table below. The amount of asphalt shall be sufficient to thoroughly coat the aggregate particles and provide enough adhesion to hold the compacted particles together under traffic conditions when properly placed and to assure that the aggregate particles remain sufficiently coated after stockpiling.

| Minimum Asphalt Content for Cold Mix Mixture | | |
|--|---|------|
| Aggregate Type | #89 or Blend of #8 with minimum of 50% #9 | #9 |
| % Asphalt - Note ¹ | 5.5% | 6.0% |

Note¹: Add a minimum additional 0.5% asphalt to the above values for mixtures containing high-absorptive aggregates (>1.5%)

3.2.1.4 Plant Mix Formula:

The plant mix formula shall be in accordance with the recommendations of the liquid asphalt supplier. The plant mix formula composition report, which shall include the percentage of chemical anti-stripping additive, shall be forwarded to the WVDOT District Materials Supervisor/Engineer before the mixture is produced.

Should the Contractor at any time propose to change the plant mix formula by changing the source of aggregate in the mixture, the definite asphalt content or change the source of the asphalt material, the provisions of the Standard Specs Section 401.4.2 shall apply.

3.2.2 Quality Control Testing:

Quality control is the responsibility of the Vendor. Quality control testing shall include daily asphalt content and gradation analysis of the design aggregate structure during production. Since the aggregate and asphalt material are required to be measured separately and accurately to the proportions of the plant mix formula, the asphalt content may be determined by calculating the percentage by total weight of mixture. However, all standard methods of determining the asphalt content of the mixture that are allowed for hot mix asphalt under Section 401 of the Standard Specs are acceptable. The ignition oven test method, AASHTO T308, would require an asphalt content correction factor; however, due to the low flash point of

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

most asphalts used in Cold Mix, this test method is not recommended. If the AASHTO T164 solvent extraction test method is used, a non-chlorinated solvent may be substituted for the standard specified solvent and the test method may be modified as per the recommendations of the solvent manufacturer/supplier.

In addition, for each day of production, the completed mixture shall be tested for aggregate coating as follows:

Obtain a 100-150 gram sample and allow it to cure to normal laboratory temperature. Place the sample in a glass jar of sufficient size that the loose sample will protrude to a level of no more than half of its capacity. Cover the sample with water to approximately three-quarters of the capacity of the jar. Place a tight-fitting cover on the jar and allow it to stand for a period of 20 to 24 hours at normal laboratory temperature. The sample jar shall then be vigorously agitated for a period of 30 seconds. Pour the water from the jar, remove the sample and spread it on a flat light-colored surface (non-stick laboratory paper is recommended). Allow the sample to air dry and visually examine it for stripping of the asphalt film from the aggregate. Estimate the amount of coated aggregate. Any thin brownish, translucent areas are to be considered fully coated with an asphalt film. Document the results of this test. The mixture shall be considered acceptable if at least 95% of the aggregate is coated. Insufficient coating may require reworking of the mixture and/or an additional amount of anti-stripping additive.

3.2.3 Acceptance of the Mixture:

Acceptance shall be the responsibility of the WVDOH. This shall be accomplished by monitoring the Contractor's quality control testing and reviewing all test data relevant to the mixture.

In addition, if the completed mixture shows signs of stripping, the WVDOH shall choose to either monitor the Contractor's quality control aggregate coating test or conduct their own test and visually estimate the amount of coated particles. Document the results of this test. Although this is a visual estimation, the Contractor should be immediately notified if the WVDOH's test results are below 95%. A low coating percentage should be an indicator for the WVDOH to closely monitor the mixture after stockpiling. All WVDOH testing shall be performed by the WVDOH District Materials Section.

After the mixture is stockpiled on the WVDOH lot, it shall be visually evaluated for any appearance of excessive non-fully coated aggregate

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

particles. If considered necessary, the WVDOH shall evaluate the mixture, in accordance with ASTM D2489 (based on two-sample average), to determine if at least 97% of the coarse aggregate particles are fully coated. This evaluation shall take place within the first week after stockpiling. If the mixture is less than 97% coated, the Contractor will be required to provide new material or remove the existing stockpile material from the WVDOH lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the WVDOH lot, at no additional cost to the WVDOH.

3.2.4 Preparation of Mixture:

The aggregate shall be heated to ensure that it is surface dry at the time of mixing; however, the aggregate temperature shall not exceed the safe temperature recommended by the liquid asphalt supplier. The liquid asphalt shall not be heated beyond the safe temperature recommended by the liquid asphalt supplier. Care shall be taken to prevent local overheating.

The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until the particles of aggregate are coated. The temperature of the finished mixture shall not be greater than the maximum temperature recommended by the liquid asphalt supplier.

3.2.5 Workability:

The mixture shall be stockpiled on the Vendor's site for 14 days or until the internal mixture temperature is within 10°F of ambient temperature without stripping and when taken from a stockpile, shall be capable of being shoveled, raked, spread and compacted.

At the end of the stockpiling period on the Vendor's site, the mixture shall be tested in accordance with ASTM D2489 (based on two-sample average). The total amount of non-fully coated particles shall not exceed 3%. The Contractor shall provide the ASTM D2489 test results to the WVDOH on Form T410 Degree of Particle Coating of Asphalt-Aggregate Mixtures which is provided by the WVDOH District Materials Section.

If the material fails to conform to the requirements of the specifications, the Contractor may rework the existing material or provide new material.

3.2.6 Storage:

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

The mixture shall be maintained on the Vendor's site in stockpiles not exceeding a height of four feet tall until the internal mixture temperature is within 10°F of the ambient temperature. In addition, the top of all stockpiles shall be leveled to eliminate any peaked areas.

The mixture shall contain sufficient asphalt that is capable of coating the aggregate without stripping.

After delivering to a WVDOH lot stockpile/project site, the mixture shall have a maximum of 5% non-fully coated particles after the first week and up to 90 days from delivery when evaluated in accordance with ASTM D2489 (based on two-sample average). This coating determination may be based on the WVDOH visual inspection if coating is not a problem or based on WVDOH testing when the amount of non-fully coated particles appears questionable. If stripping occurs, the Contractor will be required to provide new material or remove the existing stockpile material from the WVDOH lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the WVDOH lot.

3.2.7 Sampling and Testing:

Upon award of the Contract, the Vendor shall inform the WVDOH of the location of the Vendor's storage sites so that materials may be sampled and tested prior to shipment. Information shall be directed to the WVDOH District Materials Engineers/Supervisors.

3.2.8 Weighing Materials Delivered by Truck:

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the Standard Specs.

4. CONTRACT AWARD:

4.1 Contract Award: This is a multiple Vendor award contract. The Contract is intended to provide Agencies with a purchase price on all Contract Items. Responsible Vendors who have met the required specifications will be awarded a contract for which they hold the lowest bid price per ton, per Delivery or Storage Site.

4.2 Pricing Pages, Attachment A ("ATT A"): Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. **Vendor shall factor into their bid prices all equipment, materials, delivery expenses, and labor required to provide Contract Items.** Vendors may bid on any or all District locations. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All

REQUEST FOR QUOTATION
**Winter Grade Bituminous Patching Mixture
(Cold Mix)**

bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

- 4.2.1 The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.
- 4.2.2 Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: DOTProcurement@wv.gov.
- 4.2.3 Changing a column or row description, Contract Item description, or unit of measure on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

5. ORDERING AND PAYMENT:

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

- 5.1.1 **Emergency Orders:** Orders placed by a WVDOH District Engineer or their designee that shall be initiated within two (2) working days from when

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

the order is received by the Vendor. The determination of emergency work will be in accordance with Section 2.6 of these Specifications and prominently noted on the ADO. Designated emergency projects will be paid at 1.50 times the Vendors bid price.

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

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

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of an ADO, the Vendor shall advise the WVDOT in writing within two (2) business days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any revisions/modifications thereto sent by WVDOT. Failure to provide the WVDOT with written acknowledgement of any Delivery Orders/Revisions within two (2) business days of the ADO being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOT at its own discretion shall cancel the ADO and may seek to obtain the goods or services from another low bid Vendor or proceed with an emergency purchase from the open market.

6.2 Delivery Time: Vendor shall deliver standard orders within 10 working days after

**REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)**

orders are received, or upon the date negotiated and agreed upon by both the WVDOH and the Vendor. Vendor shall deliver emergency orders within two (2) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than two business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADO/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

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

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

**Table 108.7.1
Schedule of Liquidated Damages**

| Original Contract Amount | | Daily Charges Per Calendar Day |
|--------------------------|------------------|-----------------------------------|
| For More Than | To and Including | |
| \$0 | \$500,000 | \$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 |

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

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

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

Deliveries made by the Vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the Pricing Pages (ATT A), contract specifications or WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the Vendor, or items left with the intention of being distributed to an alternate location.

6.5 Project Acceptance Criteria: The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.3.1 of these Contract Specifications.

6.6 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within two (2) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

7. VENDOR DEFAULT:

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

REQUEST FOR QUOTATION
Winter Grade Bituminous Patching Mixture
(Cold Mix)

8. MISCELLANEOUS:

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

Contract Manager: Josh Reed
Telephone Number: (740) 859-2131
Fax Number: (740) 859-6137
Email Address: j.reed@shellyandsands.com

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

ADD THE FOLLOWING SECTION:

**SECTION 412
WINTER GRADE ASPHALT PATCHING MIXTURE**

412.1-DESCRIPTION:

This work shall consist of preparing a mixture of aggregate and bituminous material suitable for stockpiling and remaining workable for a period of six months.

412.2-MATERIALS:

412.2.1-Asphalt Material: The material shall conform to the requirements of 705.1, Winter Grade Cut-Back Asphalt.

412.2.2-Aggregate: The aggregate shall consist of crushed stone, crushed gravel, or slag, meeting the requirements of Sections 703.1, 703.2 and 703.3 respectively, and sand meeting the requirements of 702.3. The gradation of the final mixture shall be as follows:

| <u>Sieve Sizes</u> | <u>Percent Passing</u> |
|--------------------|------------------------|
| 1/2 in.(12.5 mm) | 100 |
| 3/8 inch(9.5 mm) | 85-100 |
| # 4 (4.75 mm) | 25-65 |
| # 8 (2.36 mm) | 10-20 |
| # 100 (150 µm) | 0-5 |

CONSTRUCTION METHODS

412.3-MIXING PROPORTIONS:

Samples of asphalt materials and aggregates intended to be used shall be furnished the Division who will advise the mixture proportions to be used.

412.4-PREPARATION OF MIX:

The asphaltic binder shall be heated to 150° to 175° F, care being taken to prevent local overheating. The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until all particles of the aggregate are coated. At no time shall the finished mixture be at a temperature greater than 150° F.

The constituents shall be combined in such proportions as to produce a mixture conforming to the following composition by weight:

| | <u>Limestone or Gravel Percent</u> | <u>Slag Percent</u> |
|-------------------------------|------------------------------------|---------------------|
| Total Mineral Aggregate | 94.0-95.0 | 92.5-94.0 |
| Winter Grade Cut Back Asphalt | 5.0-6.0 | 6.0-7.5 |

When the correct percentage of asphalt material is established for a given aggregate, this quantity shall not vary more than minus 0.1 percent or plus 0.3 percent.

412.5-METHOD OF MEASUREMENT:

The quantities of work done will be measured in tons of "Winter Grade Asphalt Patching Mixture", F.O.B. vendor's plant or stockpile, or the Division's stockpile as designated.

The number of tons of "Winter Grade Asphalt Patching Mixture" shall be determined by the total of the weights shown on receipted railroad freight bills when materials are shipped by rail; by actual measured displacement of barges certified by the producer when water shipments are made, providing materials delivered by the methods are not stockpiled or stored; or determined by the Contractor from the total of weigh slips for each vehicle load weighed on an approved standard scale or from digital printout slips from an automatic batching plant, and certified by the Contractor to be correct.

Truck scales shall be provided by the producer or Contractor, except that truck scales are not required where the material is weighed at properly calibrated automatic batching plant facilities which are equipped with digital print-out equipment. The scales shall be of sufficient size and capacity to weigh the heaviest loaded trucks that are used for delivery of the material.

All truck scales shall be mounted on solid foundations which will insure their remaining plumb and level. All truck scales shall be inspected and sealed by the West Virginia Division of Labor, Bureau of Weights and Measures, or other appropriate agencies of the State or its political subdivisions. The Division may, at its option, accept inspection and sealing by out of state agencies when the material is weighed outside West Virginia.

A weigh person shall be provided by the producer. The weigh person shall certify that the weight of the material, as determined either by the truck scales or from the digital printout of the weights, is correct.

Each truck shall be weighed empty prior to each load, except at automatic batch plants approved to operate without truck scales. A digital recorder shall be required on all truck scales. The digital recorder shall produce a printed record of the gross, tare and net weights, and the time, date, truck identification and project number. Provision shall be made for constant zero compensation and further provision shall be made so that the scales may not be manually manipulated during the printing process. The system shall be interlocked so as to allow printing only when the scale has come to rest. In case of a breakdown of the automatic equipment, the

Engineer may permit manual operation for a reasonable time, normally not to exceed 48 hours, while the equipment is being repaired.

412.6-BASIS OF PAYMENT:

The quantity, determined as provided above, will be paid for at the contract unit price bid for the item listed below, which price and payment shall be full compensation for furnishing and handling all the materials incorporated in the mixture.

412.7-PAY ITEM:

| ITEM | DESCRIPTION | UNIT |
|----------|---|------|
| 412001-* | Winter Grade Asphalt Patching Mixture, ** | Ton |

* Sequence number

** Type of Aggregate

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT SIX

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|----------|---|--------------------|-------------|----------------------|
| Brooke | Wellsburg | TON | 10 | \$ 149.00 |
| Brooke | Weirton | TON | 10 | \$ 149.00 |
| Hancock | New Manchester | TON | 10 | \$ 151.00 |
| Marshall | Glen Dale | TON | 10 | \$ 159.00 |
| Marshall | Cameron | TON | 20 | \$ 182.00 |
| Ohio | Triadelphia | TON | 10 | \$ 169.00 |
| Ohio | I-70 @ Triadelphia | TON | 20 | \$ 169.00 |
| Tyler | Centerville | TON | 10 | \$ 184.00 |
| Tyler | Sistersville | TON | 50 | \$ 186.00 |
| Tyler | Sistersville Old Headquarters | TON | 10 | \$ 186.00 |
| Wetzel | Hundred | TON | 10 | \$ 194.00 |
| Wetzel | New Martinsville | TON | 20 | \$ 184.00 |
| Wetzel | Pine Grove | TON | 10 | \$ 186.00 |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
EXHIBIT 2 Delivery Location Information

EXHIBIT 2-DELIVERY LOCATION INFORMATION

| County | Delivery/Storage Site | Physical Address | Delivery Truck Type |
|----------|-------------------------------|--|--------------------------|
| Brooke | Wellsburg | 615 Commerce Street, Wellsburg, WV 26070 | Tractor Trailer/Tri-Axle |
| Brooke | Weirton | 1225 Rice Road, Weirton, WV 26062 | Tractor Trailer |
| Hancock | New Manchester | 1936 Veterans Blvd., New Cumberland, WV 26047 | Tractor Trailer |
| Marshall | Glen Dale | 100 Wheeling Ave., Glen Dale, WV 26038 | Tractor Trailer |
| Marshall | Cameron | 33 Courtright Lane, Cameron, WV 26033 | Tractor Trailer |
| Ohio | Triadelphia | 3870 National Road, Triadelphia, WV 26059 | Tractor Trailer |
| Ohio | I-70 @ Triadelphia | 566 Woodland Acres Rd., Wheeling, WV 26003 | Tractor Trailer |
| Tyler | Centerville | 9919 Middle Island Road, Centerville, WV 26339 | Tractor Trailer |
| Tyler | Sistersville | 2566 Tyler Highway, Sistersville, WV 26175 | Tractor Trailer |
| Tyler | Sistersville Old Headquarters | | |
| Wetzel | Hundred | 2622 Hornet Highway, Hundred, WV 26575 | Tractor Trailer |
| Wetzel | New Martinsville | 45 Paducah Drive, New Martinsville, WV 26155 | Tractor Trailer |
| Wetzel | Pine Grove | 12566 Shortline Highway, Pine Grove, WV 26419 | Tractor Trailer |

DISTRICT SIX

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT ONE

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|---------|--|-----------------|----------|-------------------|
| Boone | Clinton @ WV85 | TON | 10 | No Bid |
| Boone | Rock Creek | TON | 10 | No Bid |
| Boone | Seth | TON | 10 | No Bid |
| Clay | Widen Road & CR 11 | TON | 10 | No Bid |
| Clay | Maysel | TON | 10 | No Bid |
| Kanawha | Chelyan | TON | 25 | No Bid |
| Kanawha | Elkview | TON | 10 | No Bid |
| Kanawha | North Charleston | TON | 50 | No Bid |
| Kanawha | St. Albans | TON | 10 | No Bid |
| Kanawha | I-64 @ Rt. 119 and Penn. Avenue | TON | 10 | No Bid |
| Kanawha | I-77 @ Sissonville | TON | 10 | No Bid |
| Kanawha | I-79 @ Amma | TON | 10 | No Bid |
| Kanawha | Corridor G @ Alum Creek | TON | 10 | No Bid |
| Mason | Pt. Pleasant | TON | 10 | No Bid |
| Putnam | Red House | TON | 10 | No Bid |
| Putnam | Hurricane @ Rt. 34 | TON | 10 | No Bid |
| Putnam | Scary | TON | 10 | No Bid |
| Putnam | US 35 @ Fraziers Bottom | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT TWO

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|---------|--|-----------------|----------|-------------------|
| Cabell | Barboursville | TON | 105 | No Bid |
| Cabell | I-64 @ Huntington | TON | 10 | No Bid |
| Lincoln | West Hamlin | TON | 30 | No Bid |
| Lincoln | Yawkey | TON | 10 | No Bid |
| Lincoln | Harts | TON | 10 | No Bid |
| Logan | Corridor G @ Chapmanville | TON | 10 | No Bid |
| Logan | Wilkinson | TON | 10 | No Bid |
| Logan | Man | TON | 10 | No Bid |
| Mingo | Mingo County @Miller's Creek | TON | 10 | No Bid |
| Mingo | Gilbert | TON | 10 | No Bid |
| Wayne | Crum | TON | 10 | No Bid |
| Wayne | Pritchard | TON | 10 | No Bid |
| Wayne | Wayne | TON | 90 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT THREE

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|-----------|--|-----------------|----------|-------------------|
| Calhoun | Millstone | TON | 10 | No Bid |
| Jackson | Ripley | TON | 10 | No Bid |
| Jackson | I-77 @ Medina | TON | 10 | No Bid |
| Pleasants | Belmont | TON | 10 | No Bid |
| Pleasants | St. Mary's (Colin-Anderson Lot) | TON | 10 | No Bid |
| Ritchie | APD Pennsboro | TON | 10 | No Bid |
| Ritchie | Ellenboro | TON | 10 | No Bid |
| Ritchie | Corridor D @ Nutter Farm | TON | 10 | No Bid |
| Ritchie | Smithville | TON | 10 | No Bid |
| Roane | Lefthand @ WV 36 | TON | 10 | No Bid |
| Roane | Ambler Hill @ US 119 | TON | 10 | No Bid |
| Roane | Spencer | TON | 10 | No Bid |
| Wirt | Elizabeth | TON | 10 | No Bid |
| Wood | Parkersburg @ Rt. 95S | TON | 10 | No Bid |
| Wood | Corridor D @ River Hill | TON | 10 | No Bid |
| Wood | I-77 @ Mill Run Road | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT FOUR

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|------------|--|-----------------|----------|-------------------|
| Doddridge | Smithburg | TON | 10 | No Bid |
| Harrison | Gore | TON | 10 | No Bid |
| Harrison | I-79 @ Lost Creek | TON | 10 | No Bid |
| Harrison | APD 50 @ Tunnel Hill | TON | 10 | No Bid |
| Marion | Fairmont | TON | 10 | No Bid |
| Marion | Mannington | TON | 10 | No Bid |
| Monongalia | I-79 @ Goshen Road | TON | 10 | No Bid |
| Monongalia | Ridgedale | TON | 10 | No Bid |
| Monongalia | Pentress | TON | 10 | No Bid |
| Preston | Albright | TON | 10 | No Bid |
| Preston | Bruceton | TON | 10 | No Bid |
| Preston | Terra Alta | TON | 10 | No Bid |
| Preston | Fellowsville | TON | 10 | No Bid |
| Preston | Aurora | TON | 10 | No Bid |
| Preston | I-68 @ Copper's Rock | TON | 10 | No Bid |
| Taylor | Fetterman/Prunytown | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT FIVE

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|-----------|--|-----------------|----------|-------------------|
| Berkeley | I-81 @ Martinsburg | TON | 10 | No Bid |
| Berkeley | I-81 @ Exit 8 | TON | 10 | No Bid |
| Grant | Petersburg | TON | 10 | No Bid |
| Grant | Mt. Storm | TON | 10 | No Bid |
| Grant | Corridor H @ Knobley Road | TON | 10 | No Bid |
| Hampshire | Romney | TON | 50 | No Bid |
| Hampshire | Capon Bridge | TON | 10 | No Bid |
| Hampshire | Slanesville | TON | 10 | No Bid |
| Hardy | Moorefield | TON | 50 | No Bid |
| Hardy | Baker | TON | 50 | No Bid |
| Jefferson | Charles Town | TON | 20 | No Bid |
| Mineral | New Creek | TON | 10 | No Bid |
| Mineral | Sky Line | TON | 10 | No Bid |
| Mineral | Short Gap | TON | 10 | No Bid |
| Mineral | District Headquarters | TON | 10 | No Bid |
| Morgan | Berkeley Springs | TON | 10 | No Bid |
| Morgan | Largent | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT SIX

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|----------|--|-----------------|----------|-------------------|
| Brooke | Wellsburg | TON | 10 | \$ 149.00 |
| Brooke | Weirton | TON | 10 | \$ 149.00 |
| Hancock | New Manchester | TON | 10 | \$ 151.00 |
| Marshall | Glen Dale | TON | 10 | \$ 159.00 |
| Marshall | Cameron | TON | 20 | \$ 182.00 |
| Ohio | Triadelphia | TON | 10 | \$ 169.00 |
| Ohio | I-70 @ Triadelphia | TON | 20 | \$ 169.00 |
| Tyler | Centerville | TON | 10 | \$ 184.00 |
| Tyler | Sistersville | TON | 50 | \$ 186.00 |
| Tyler | Sistersville Old Headquarters | TON | 10 | \$ 186.00 |
| Wetzel | Hundred | TON | 10 | \$ 194.00 |
| Wetzel | New Martinsville | TON | 20 | \$ 184.00 |
| Wetzel | Pine Grove | TON | 10 | \$ 186.00 |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT SEVEN

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|---------|--|-----------------|----------|-------------------|
| Barbour | Phillipi | TON | 20 | No Bid |
| Braxton | Laurel Court | TON | 20 | No Bid |
| Braxton | I-79 @ Coon Knob | TON | 20 | No Bid |
| Braxton | I-79 @ Burnsville | TON | 20 | No Bid |
| Gilmer | Glenville Headquarters | TON | 20 | No Bid |
| Lewis | Weston (Ben Dale) | TON | 20 | No Bid |
| Upshur | Clow Lot @ Buckhannon | TON | 20 | No Bid |
| Webster | Cherry Falls | TON | 20 | No Bid |
| Webster | Cowen | TON | 20 | No Bid |
| Webster | Hacker Valley | TON | 20 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT EIGHT

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|------------|--|-----------------|----------|-------------------|
| Pendleton | Franklin | TON | 10 | No Bid |
| Pocahontas | Marlinton | TON | 10 | No Bid |
| Randolph | Corridor H-Elkins | TON | 10 | No Bid |
| Randolph | Elkins | TON | 25 | No Bid |
| Tucker | Corridor H-Thomas | TON | 10 | No Bid |
| Tucker | Parsons | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : **Kelly Paving, Inc.**

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT NINE

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|------------|--|-----------------|----------|-------------------|
| Fayette | Oak Hill | TON | 10 | No Bid |
| Fayette | Corridor L @ Oak Hill | TON | 10 | No Bid |
| Fayette | Lookout | TON | 10 | No Bid |
| Fayette | Glen Ferris | TON | 10 | No Bid |
| Greenbrier | Lewisburg | TON | 10 | No Bid |
| Greenbrier | Crawley | TON | 10 | No Bid |
| Greenbrier | I-64 @ Hart's Run | TON | 10 | No Bid |
| Monroe | Union | TON | 150 | No Bid |
| Monroe | Peterstown | TON | 10 | No Bid |
| Nicholas | Summersville | TON | 50 | No Bid |
| Nicholas | Curtin | TON | 25 | No Bid |
| Nicholas | Corridor L @ Muddlety | TON | 10 | No Bid |
| Summers | Hinton | TON | 10 | No Bid |

Winter Grade Bituminous Patching Mixture
(Cold Mix)
ATTACHMENT A - PRICING PAGE (ATT A)

Vendor Name : Kelly Paving, Inc.

Vendor Instructions: Please provide a bid price for Winter Grade Bituminous Patching Mixture (Cold Mix) Material per ton, delivered to the WVDOH storage sites listed below. Separate delivery charges will not be allowed. This is a Multiple Vendor award contract; contracts will be awarded to the lowest bidding vendor, per storage location.

DISTRICT TEN

| County | Cold Mix per Location Including Delivery | Unit of Measure | Est. Qty | Unit Cost Per Ton |
|----------|--|-----------------|----------|-------------------|
| McDowell | County Headquarters | TON | 10 | No Bid |
| Mercer | County Headquarters | TON | 10 | No Bid |
| Raleigh | County Headquarters | TON | 10 | No Bid |
| Wyoming | County Headquarters | TON | 10 | No Bid |