



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: 1204814
Solicitation Description: 0523C0316 - READY MIXED PORTLAND CEMENT CONCRETE CLASS DC
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-04-25 14:30	SR 0803 ESR04252300000005332	1

VENDOR
 000000200683
 CENTRAL SUPPLY CO OF WV

Solicitation Number: ARFQ 0803 DOT2300000093
Total Bid: 0
Response Date: 2023-04-25
Response Time: 09:30:17
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	CLASS DC CONCRETE 2-2.99	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

CLASS DC CONCRETE 2-2.99

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	CLASS DC CONCRETE 3-3.99	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

CLASS DC CONCRETE 3-3.99

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	CLASS DC CONCRETE 4-4.99	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

CLASS DC CONCRETE 4-4.99

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	CLASS DC CONCRETE 5 CY & OVER	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

CLASS DC CONCRETE 5 CY & OVER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	OPTION A CY OVER 5 MILES	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

OPTION A CY OVER 5 MILES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	OPTION B TL OVER 5 MILES	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

OPTION B TL OVER 5 MILES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	WATER-REDUCING SET RETARDER PER CY	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

WATER-REDUCING SET RETARDER PER CY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	WATER REDUCER PER CY	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

WATER REDUCER PER CY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	CALCIUM CHLORIDE PER OZ	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

CALCIUM CHLORIDE PER OZ

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	NON-CALCIUM CHLORIDE PER OZ	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

NON-CALCIUM CHLORIDE PER OZ

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	SUPER PLASTICIZER PER CY	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

SUPER PLASTICIZER PER CY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	FIBER PER CY	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

FIBER PER CY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	HEATED CONCRETE PER CY	0.00000	CY	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

HEATED CONCRETE PER CY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	ICE PER POUND	0.00000	LB	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

ICE PER POUND

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	PENALTY CHARGER PER TRUCK MINUTE	0.00000	TRKM	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30111505			

Commodity Line Comments:

Extended Description:

PENALTY CHARGER PER TRUCK MINUTE



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

Proc Folder: 1204814			Reason for Modification:
Doc Description: 0523C0316 - READY MIXED PORTLAND CEMENT CONCRETE CLASS DC			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-07	2023-04-25 14:30	ARFQ 0803 DOT2300000093	1

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: 000003200683 Vendor Name: Central Supply Company of WV Address: 4923 Street: Benedum Dr. City: Bridgeport State: WV Country: USA Zip: 26330 Principal Contact: Brady Lowther Vendor Contact Phone: 304-592-7043 Extension: N/A	

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

Vendor Signature X		FEIN# 550402911	DATE 4/25/23
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN END CONTRACT FOR READY MIXED PORTLAND CEMENT CONCRETE PER THE ATTACHED DOCUMENTS.

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

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

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

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

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

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

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 99			
BURLINGTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CLASS DC CONCRETE 2-2.99	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
CLASS DC CONCRETE 2-2.99

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

PO BOX 99
BURLINGTON WV
US

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CLASS DC CONCRETE 3-3.99	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
CLASS DC CONCRETE 3-3.99

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

PO BOX 99
BURLINGTON WV
US

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	CLASS DC CONCRETE 4-4.99	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
CLASS DC CONCRETE 4-4.99

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	CLASS DC CONCRETE 5 CY & OVER	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
 CLASS DC CONCRETE 5 CY & OVER

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	OPTION A CY OVER 5 MILES	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
 OPTION A CY OVER 5 MILES

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

PO BOX 99
BURLINGTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	OPTION B TL OVER 5 MILES	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
OPTION B TL OVER 5 MILES

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

PO BOX 99
BURLINGTON WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	WATER-REDUCING SET RETARDER PER CY	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
WATER-REDUCING SET RETARDER PER CY

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 99 BURLINGTON US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	WATER REDUCER PER CY	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
WATER REDUCER PER CY

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 99 BURLINGTON US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	CALCIUM CHLORIDE PER OZ	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
CALCIUM CHLORIDE PER OZ

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

PO BOX 99
BURLINGTON WV
US

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	NON-CALCIUM CHLORIDE PER OZ	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
NON-CALCIUM CHLORIDE PER OZ

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS
DISTRICT FIVE

PO BOX 99
BURLINGTON WV
US

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	SUPER PLASTICIZER PER CY	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
SUPER PLASTICIZER PER CY

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 99 BURLINGTON US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	FIBER PER CY	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
FIBER PER CY

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
PO BOX 99 BURLINGTON US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	HEATED CONCRETE PER CY	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
HEATED CONCRETE PER CY

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	ICE PER POUND	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
ICE PER POUND

INVOICE TO	SHIP TO
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DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	PENALTY CHARGER PER TRUCK MINUTE	0.00000	TRKM		

Comm Code	Manufacturer	Specification	Model #
30111505			

Extended Description:
PENALTY CHARGER PER TRUCK MINUTE

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions @10	2023-04-13

**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: 0523C0316 - READY MIXED PORTLAND CEMENT CONCRETE CLASS DC
BUYER: DUSTY SMITH
SOLICITATION NO.: ARFQ DOT2300000093
BID OPENING DATE: 04/25/23
BID OPENING TIME: 02:30PM
FAX NUMBER: CALL 304-558-0408 FOR 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 award date _____ and the initial contract term extends until one (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) years 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 of 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.

WEST VIRGINIA CONTRACTOR'S LICENSE

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: 1,000,000.00 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 heath, 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.

Brady Lowther Senior Sales Executive
(Printed Name and Title)
4923 Benedum Dr Bridgeport WV 26330
(Address)
304-592-5577 304-592-5506
(Phone Number) / (Fax Number)
BSLowther@centralsupplywv.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.

Central Supply Company of WV
(Company)

Brady J. Lowther
(Signature of Authorized Representative)

Brady Lowther Senior Sales Executive
(Printed Name and Title of Authorized Representative)

4/25/23
(Date)

304-592-5577 304-592-5506
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete WVDOH Class DC – 0523C0316

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Ready Mixed Portland Cement Concrete WVDOH Class DC.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 2 below.

 - 2.2 **“Pricing Pages/E-Catalog Spreadsheet”** means the schedule of prices, estimated order quantity, totals contained in wvOASIS or attached here to as Exhibit A and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.

 - 2.5 **“MCS&T”** used throughout this Solicitation means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.

 - 2.6 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

 - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

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

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

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A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, WV 25305
(Phone) 304-414-6986

A complete electronic copy of the Standard Specs may be obtained by sourcing:

[https://transportation.wv.gov/highways/TechnicalSupport/specifications/Documents/2023_Standard %2812-16-22%29.pdf](https://transportation.wv.gov/highways/TechnicalSupport/specifications/Documents/2023_Standard%2812-16-22%29.pdf)

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

3.2.1 Ready Mixed Portland Cement Concrete WVDOH Class DC: Must meet all requirements of Section 601 of the Standard Specs.

3.2.2 Certified Plant: Vendors must source a certified plant from the certified plant list with WVDOH, MCS&T. This certified plant list establishes a list of certified plants that have met the acceptable level of quality and is not intended to reflect a preference or favor to any plant or Vendor. Any plant meeting the established level of quality may be added to the certified plant list in accordance with the approved procedures found in MP 601.05.50, link below. Most recent published list, dated 01/05/2023, link below. These procedures may be obtained at:

West Virginia Division of Highways, MCS&T
190 Dry Branch Drive
Charleston, WV 25306
(304)414-6660

https://transportation.wv.gov/highways/mcst/Material%20Procedures/2019%20MPs/F_601.05.50.pdf

<https://transportation.wv.gov/highways/mcst/Documents/2022%20APLs/1%20January%205%2c%202023%20Concrete%20Plant%20Evaluation.pdf>

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

The Vendor shall provide the source provider/plant name and the 911 address or the most recent physical street address, city and state, for the plant location on the Information

REQUEST FOR QUOTATION

Ready Mixed Portland Cement Concrete WVDOH Class DC – 0523C0316

Attachment Form. It shall not be assumed by the Vendor that the WVDOH or any other State of WV representative will provide the plant location information.

If the Vendor's source provider/plant name is currently certified per MP 601.05.50, the Vendor should provide the Certified Plant Code Number on the Information Attachment Form.

If the Vendor's source provider/plant name is NOT currently certified per MP 601.05.50, the Vendor should note this on the Information Attachment Sheet.

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

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

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

- 3.2.6 Admixtures:** All concrete shall be air-entrained. The cost of air-entraining shall be included in the Unit Bid Price of the concrete on the Pricing Pages/E-Catalog Spreadsheet and no additional charge for air-entraining agent will be allowed under Admixture.

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

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

REQUEST FOR QUOTATION

Ready Mixed Portland Cement Concrete WVDOH Class DC – 0523C0316

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

3.2.6.3 Super Plasticizer brand requested is Eucon 37. If a Vendor is proposing an equal to Super Plasticizer, the name and any product identification numbers shall be listed on the Information Attachment Form.

4. CONTRACT AWARD:

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

The Vendor providing pricing and information for a plant on the Pricing Pages/E-Catalog Spreadsheet that is NOT currently certified shall be issued a Contract; however, a Delivery Order will not be issued for Contract Items UNTIL such time that the plant becomes certified in accordance with MP601.05.50.

4.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment Form:

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

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

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

4.2.2 Information Attachment Form:

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

If the Vendor's source provider/plant name is currently certified per MP 601.05.50, the Vendor should provide the Certified Plant Code Number on the Information Attachment Sheet.

NOTE:

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

The Pricing Pages/E-Catalog Spreadsheet contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

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

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

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete WVDOH Class DC – 0523C0316

6. ORDERING AND PAYMENT:

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

According to Section 5 of these contract specifications, once the low-bid vendor is chosen per project, that vendor will receive a delivery order from the WVDOH. Product shall not be delivered until a delivery order is received.

6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. DELIVERY AND RETURN:

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

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency

REQUEST FOR QUOTATION
Ready Mixed Portland Cement Concrete WVDOT Class DC – 0523C0316

with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 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.

9.2 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.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items

REQUEST FOR QUOTATION

Ready Mixed Portland Cement Concrete WVDOH Class DC – 0523C0316

purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 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 the Contract. Vendor should list its Contract manager and his or her contract information below.

Contract Manager: Brady Lowther
Telephone Number: 304-592-5577
Fax Number: 304-592-5506
Email Address: bjlowther@centralsupplywv.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2023

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

CONTACT NAME:	Valerie Reece	
PHONE (A/C, No, Ext):	513-867-3822	FAX (A/C, No):
E-MAIL ADDRESS:	Oldcastle.certs@LibertyMutual.com	
INSURER(S) AFFORDING COVERAGE		
INSURER A:	Liberty Mutual Fire Insurance Company	NAIC #
INSURER B:		23035
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

www.LibertyMutual.com

INSURED
Central Supply Company of WV (224-BRI)
4923 Benedum Drive
Bridgeport, WV 26330

COVERAGES CERTIFICATE NUMBER: 69693417 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 SUBR INSD 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"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia 1900 Kanawha Blvd East Bldg 5 Charleston, WV 25305	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 Valerie Reece <i>Valerie F. Reece</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2023

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 Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949		CONTACT NAME: Jennifer Drake PHONE (A/C, No. Ext): (304) 720-2000 E-MAIL ADDRESS: jdrake@mountainstateinsurance.com FAX (A/C, No): (304) 720-2002	
INSURED Central Supply Company of West Virginia 4923 Benedum Dr Bridgeport WV 26330		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SummitPoint Insurance Company	NAIC # 15136
		INSURER B: Argonaut Insurance Company	19860
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22 23 Central Supply **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 EXCLUSION 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	ADDITIONAL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	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 <input type="checkbox"/>	N/A	WCS3001197	09/01/2022	09/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER WV Code 23-4-2 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation Jones Act			WC928788361384	09/01/2022	09/01/2023	EL Each Accident 1,000,000 EL Disease EA Employee 1,000,000 EL Disease Policy Limit 1,000,000

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

CERTIFICATE HOLDER State of West Virginia 1900 Kanawha Blvd East Bldg 5 Charleston WV 25305	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
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Additional Named Insureds

Other Named Insureds

Appalachian Aggregates LLC	Additional Named Insured
Bourbon Limestone Company	Additional Named Insured
Boxley Aggregate of West Virginia, LLC	Additional Named Insured
Central Concrete Supply LLC	Additional Named Insured
West Virginia Paving, Inc.	Additional Named Insured
Concrete Supply LLC	Additional Named Insured
Generation Paving Inc	Additional Named Insured
Hinkle Contracting Company LLC	Additional Named Insured
J H Rudolph & Co Inc	Additional Named Insured
Materials Transport Inc	Additional Named Insured
Mountain Aggregates Inc	Additional Named Insured
Mountain Enterprises Inc	Additional Named Insured
Mountain Materials Inc	Additional Named Insured
Mulzer Crushed Stone Inc	Additional Named Insured
Shamblin Stone Inc	Additional Named Insured
Southern West Virginia Asphalt Inc	Additional Named Insured
Southern West Virginia Paving Inc	Additional Named Insured
W-L Construction & Paving Inc	Additional Named Insured

1/31/2023

BID EVALUATION - READY MIX CONCRETE
0523C0316- CLASS DC CONCRETE

Circle the counties in which product can be delivered to.

DISTRICT 5

Berkeley

Grant

Hampshire

Hardy

Jefferson

Mineral

Morgan

EFFECTIVE 03/01/2023 thru 02/28/2024

Line items 5-01 thru 5-15 shall include delivery within five (5) miles of Vendor's Plant.

Source/Provide/Plant Name	ELKINS PLANT
Physical Address	822 PARSONS RD
	ELKINS , WV 26241
Is Plant currently Certified? Y or N	Y
If Yes, Certified Plant Code:	CSC1.03.601

ITEM	ITEM DESCRIPTION	UNIT COST
5-1	Class DC Conrete 2-2.99 CY	
5-2	Class DC Conrete 3-3.99 CY	
5-3	Class DC Conrete 4-4.99 CY	
5-4	Class DC Conrete 5 CY & OVR	
5-5	Option A CY over 5 miles	
5-6	Option B TL over 5 miles	\$20.90
5-7	Water-reducing set retarder per CY	\$10.25
5-8	Water reducer per CY	\$8.75
5-9	Calcium chloride per OZ	\$4.66
5-10	Non-calcium chloride per OZ	\$9.50
5-11	Super plasticizer per CY	\$8.75
5-12	Fiber per CY	\$10.00
5-13	Heated Concrete per CY	\$9.50
5-14	Ice per Pound	\$1.10
5-15	Penalty Chg per Truck Minute	\$2.50

1/31/2023

BID EVALUATION - READY MIX CONCRETE
0523C0316- CLASS DC CONCRETE

Circle the counties in which product can be delivered to.

DISTRICT 5

Berkeley

Grant

Hampshire

Hardy

Jefferson

Mineral

Morgan

EFFECTIVE 03/01/2023 thru 02/28/2024

Line items 5-01 thru 5-15 shall include delivery within five (5) miles of Vendor's Plant.

Source/Provide/Plant Name	PARSONS PLANT
Physical Address	468 D AND W LANE
	PARSONS , WV 26287
Is Plant currently Certified? Y or N	Y
If Yes, Certified Plant Code:	CSC1.16.601

ITEM	ITEM DESCRIPTION	UNIT COST
5-1	Class DC Conrete 2-2.99 CY	\$452.00
5-2	Class DC Conrete 3-3.99 CY	\$377.00
5-3	Class DC Conrete 4-4.99 CY	\$302.00
5-4	Class DC Conrete 5 CY & OVR	\$227.00
5-5	Option A CY over 5 miles	
5-6	Option B TL over 5 miles	\$20.90
5-7	Water-reducing set retarder per CY	\$10.25
5-8	Water reducer per CY	\$8.75
5-9	Calcium chloride per OZ	\$4.66
5-10	Non-calcium chloride per OZ	\$9.50
5-11	Super plasticizer per CY	\$8.75
5-12	Fiber per CY	\$10.00
5-13	Heated Concrete per CY	\$9.50
5-14	Ice per Pound	\$1.10
5-15	Penalty Chg per Truck Minute	\$2.50