



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

State of West Virginia
 Request for Quotation
 07 - Chemicals

Proc Folder: 176209

Doc Description: LIQUID ASPHALT

Proc Type: Central Master Agreement


Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-29	2016-03-01 13:30:00	CRFQ 0803 DOT1600000071	1

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:
 ASPHALT MATERIALS, INC.
 13925 STATE ROUTE 7
 MARIETTA, OHIO 45750
 (740) 374-5100

02/25/16 10:53:10
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER
 Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X  FEIN # 35-1002095 DATE 3/1/16

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide delivery of Liquid Asphalt Material for use at locations throughout the State of WV by the WV Division of Highways.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LIQUID ASPHALT	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description :
LIQUID ASPHALT

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due	2016-02-12

DOT1600000071	Document Phase Final	Document Description LIQUID ASPHALT	Page 3 of 3
---------------	--------------------------------	---	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 12, 2016

Submit Questions to: Misty Delong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Misty.M.Delong@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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 Purchasing Division.:

SEALED BID:
BUYER: Misty Delong
SOLICITATION NO.: CRFQ DOT1600000071
BID OPENING DATE: March 01, 2016
BID OPENING TIME: 1:30 PM, EST.
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)
 Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 1, 2016 at 1:30 PM, EST.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. 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.

9. 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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the 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.

11. 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.

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

13. 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.

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. 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.”

20. 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.”

21. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.

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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

6. 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.

7. 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.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

n/a

for n/a

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.

12. 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.

13. 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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

18. 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.

19. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

22. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

23. 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.

24. 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.

25. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

26. 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.

27. 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.

28. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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. 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.

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: 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 unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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.

43. 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.

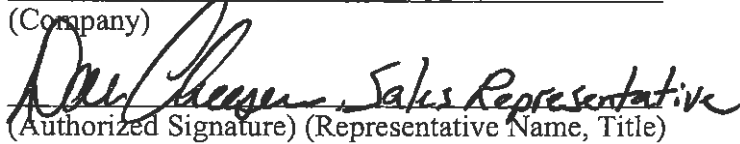
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor 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.

CERTIFICATION AND SIGNATURE PAGE

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

ASPHALT MATERIALS, INC.
(Company)


(Authorized Signature) (Representative Name, Title)

(740) 374-5100 (740) 374-5912 3/1/16
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ D0116000000/1

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 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.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

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 to provide delivery of Liquid Asphalt Material for use at locations throughout the State of WV by the WV Division of Highways.

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 1 below.

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

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

2.4 **“WVDOH”** used through 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,

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

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.

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

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

An electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

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

3.2.1 Anionic Liquid Asphaltic Emulsion: shall meet the requirements of Standard Spec 705.4:

3.2.1.1 RS-2

3.2.1.2 HFMS-2

3.2.1.3 SS-1h (Diluted) shall meet the requirements of AASHTO M 140 diluted by the addition of one part water to each part.

3.2.2 Cationic Liquid Asphaltic Emulsion: shall meet the requirements of Standard Spec 705.12:

3.2.2.1 Polymer Modified CRS-2P

3.2.2.2 Polymer Modified RS-2P

3.2.3 Asphaltic Emulsion Trackless Tack: shall meet the requirements of MCS&T Bituminous Materials, M.P. 401.02.25:

3.2.3.1 NTSS-1HM

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

3.2.4 Additional Fees:

3.2.4.1 Demurrage: Should a Vendor expect to collect demurrage on tank truck transport units, after a designated period of time, occasioned by delay in unloading when delivering to other than WVDOH storage facilities, such as portable storage facilities, the cost shall be listed on the Pricing Pages. A maximum unloading time of two hours shall be considered free of charge. The cost shall be applied to each additional one-fourth (1/4) hour.

3.2.4.2 Rental: Upon request by the WVDOH, the Vendor shall be required to furnish portable storage facilities at a WVDOH project site. As agreed upon by the Vendor and the WVDOH District Engineer, the Vendor may furnish a portable storage tank or “drop” a transport tank trailer. The Vendor shall be notified a minimum of five (5) working days in advance of delivery when portable storage facilities are required. Both portable storage facilities shall have a capacity of not less than 5,000 gallons and shall meet the requirements contained in Section 3.4 of these specifications. Vendor shall bid one price which shall apply to either portable storage facility on the Pricing Pages.

3.2.4.3 Return Load: The return of a complete or partial tank truck load of material not accepted by the WVDOH can be charged at a lump sum. In order for the Return Load charge to be valid, the return must be returned through no fault of the Vendor. Vendor shall bid the lump sum price on the Pricing Pages.

3.3 Testing: In accordance with MP 401.02.25, MCS&T maintains an approved list of asphalt materials and sources on their website. For the purpose of maintaining their approved status, these materials are routinely testing throughout the year by the Asphalt Section at MCS&T. Any asphalt material that is on the most recent list does not require additional testing beyond the standard requirements of MCS&T unless specifically requested by the WVDOH.

In accordance with MP 401.02.25, when a non-approved grade of asphalt material is furnished by a supplier, the following requirements shall apply:

3.3.1 The supplier shall be required to furnish representative samples of each batch or lot of material, sampled by an authorized representative of the WVDOH.

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

3.3.2 The samples shall be taken in accordance with MP 700.00.01 and shall be tested for compliance to the governing specifications in the WVDOH approved laboratory.

To review an electronic copy of this requirement, please source:

<http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

3.4 Storage and Delivery Requirements: Insulated storage tanks shall be used in storage and/or delivery unless otherwise specified in shipping instructions. All such equipment must be in good mechanical condition, equipped with standard fittings and connections and shall have the necessary facilities for sealing. All tank trucks shall be properly cleaned by the Vendor prior to loading. Any tank truck found not to be properly equipped and/or to contain contaminated material will be rejected and returned to the Vendor at the Vendor's expense.

3.5 Material Temperature Requirement: Net gallons furnished shall be no less than 60°F. The Vendor shall furnish certificates showing the loading temperature; number of gallons loaded at loading temperatures, number of gallons allowed for shrinkage and net gallons at 60°F.

3.6 Please NOTE: There is no option for plant pickup by the WVDOH. This contract is delivery by the Vendor only.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest cost per item, per County, per District as F.O.B. Tank Truck Delivery. Demurrage, Rental and Return Loads shall be awarded to the corresponding low-bid Vendor per item, per County, per District.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a price for any or all of the various grades of asphalt material. There is no price escalation clause.

Each line item has three quantity ranges for pricing. Vendor may bid any or all of the quantity ranges per item.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: misty.d.delong@wv.gov.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. The WVDOH will only place orders for no less than 3,000 gallons per Delivery Order. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to 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.
- 5.2 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.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable delivery date 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.
- 6.2 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.

The WVDOH reserves the right to charge a late delivery fee toward the Vendor when a specified delivery time is not met. After an initial two hour grace period, the amount of the late delivery fee will be calculated at the rate of \$100.00 for each one-quarter (1/4) hour of late delivery.

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

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

6.3 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.

6.4 Return of Unacceptable Items: Refer to Section 3.2.4.3 of these specifications.

6.5 Return Due to Agency Error: Refer to Section 3.2.4.3 of these specifications.

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 Delivery Orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Liquid Asphalt Material – delivery by the vendor ONLY

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 quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also 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.
- 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: DARREN CHEESEMAN
Telephone Number: (740) 374-5100
Fax Number: (740) 374-5912
Email Address: DARREN.CHEESEMAN@ASPHALT-MATERIALS.COM

District 1 - Boone County, Clay County, Kanawha County,
Mason County and Putnam County

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

Item Number	Item Description	*Estimated Gallons Boone	Cost Per Gallon Boone	*Estimated Gallons Clay	Cost Per Gallon Clay	*Estimated Gallons Kanawha	Cost Per Gallon Kanawha	*Estimated Gallons Mason	Cost Per Gallon Mason	*Estimated Gallons Putnam	Cost Per Gallon Putnam
Anionic Liquid Asphaltic Emulsion (Spec 705.4)											
2	HFMS-2	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X		X	1.84	X	1.83	X		X	
	b) 4001-5000 gallons	X		X	1.79	X	1.78	X		X	
	c) 5001 or greater	X		X	1.74	X	1.73	X		X	
Asphaltic Emulsion Trackless Tack (401.02.25)											
6	NTSS-1HM	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X		X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X		X	
	c) 5001 or greater	X		X		X		X		X	
			Cost Per 1/4 hour Boone		Cost Per 1/4 hour Clay		Cost Per 1/4 hour Kanawha		Cost Per 1/4 hour Mason		Cost Per 1/4 hour Putnam
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X		X	25.00	X	25.00	X		X	
			Cost Per Gallon Boone		Cost Per Gallon Clay		Cost Per Gallon Kanawha		Cost Per Gallon Mason		Cost Per Gallon Putnam
8	Rental A charge for portable storage tank or "drop" tank trailer	X		X	0.15	X	0.15	X		X	
			Lump Sum Boone		Lump Sum Clay		Lump Sum Kanawha		Lump Sum Mason		Lump Sum Putnam
9	Return Load Material must be returned through no fault of the vendor	X		X	1020.00	X	945.00	X		X	

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

Item Number	Item Description	*Estimated Gallons Calhoun	Cost Per Gallon Calhoun	*Estimated Gallons Jackson	Cost Per Gallon Jackson	*Estimated Gallons Pleasants	Cost Per Gallon Pleasants	*Estimated Gallons Ritchie	Cost Per Gallon Ritchie	*Estimated Gallons Roane	Cost Per Gallon Roane	*Estimated Gallons Wirt	Cost Per Gallon Wirt	*Estimated Gallons Wood	Cost Per Gallon Wood
Anionic Liquid Asphaltic Emulsion (Spec 705.4)															
1	RS-2	X	X	X	X	10,000	X	10,000	X	30,000	X	30,000	X	30,000	X
	a) 3000-4000 gallons	X	X	X	X	X	1.77	X	1.77	X	1.79	X	1.77	X	1.77
	b) 4001-5000 gallons	X	X	X	X	X	1.72	X	1.72	X	1.74	X	1.72	X	1.72
	c) 5001 or greater	X	X	X	X	X	1.67	X	1.67	X	1.69	X	1.67	X	1.67
2	HFMS-2	40,000	X	40,000	X	10,000	X	10,000	X	30,000	X	5,000	X	30,000	X
	a) 3000-4000 gallons	X	1.81	X	1.77	X	1.77	X	1.77	X	1.79	X	1.77	X	1.77
	b) 4001-5000 gallons	X	1.76	X	1.72	X	1.72	X	1.72	X	1.74	X	1.72	X	1.72
	c) 5001 or greater	X	1.71	X	1.67	X	1.67	X	1.67	X	1.69	X	1.67	X	1.67
3	SS-1h (Diluted)	X	X	X	X	15,000	X	15,000	X	X	X	X	X	15,000	X
	a) 3000-4000 gallons	X	X	X	X	X	1.77	X	1.77	X	X	X	X	X	1.77
	b) 4001-5000 gallons	X	X	X	X	X	1.72	X	1.72	X	X	X	X	X	1.72
	c) 5001 or greater	X	X	X	X	X	1.67	X	1.67	X	X	X	X	X	1.67
			Cost Per 1/4 hour Calhoun		Cost Per 1/4 hour Jackson		Cost Per 1/4 hour Pleasants		Cost Per 1/4 hour Ritchie		Cost Per 1/4 hour Roane		Cost Per 1/4 hour Wirt		Cost Per 1/4 hour Wood
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Calhoun		Cost Per Gallon Jackson		Cost Per Gallon Pleasants		Cost Per Gallon Ritchie		Cost Per Gallon Roane		Cost Per Gallon Wirt		Cost Per Gallon Wood
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	0.10	X	0.10	X	\$0.10	X	0.10	X	\$0.10	X	0.10
			Lump Sum Calhoun		Lump Sum Jackson		Lump Sum Pleasants		Lump Sum Ritchie		Lump Sum Roane		Lump Sum Wirt		Lump Sum Wood
9	Return Load Material must be returned through no fault of the vendor	X	825.00	X	525.00	X	525.00	X	525.00	X	675.00	X	525.00	X	525.00

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

District 4 - Doddridge County, Harrison County, Marion County,
Monongalia County, Preston County and Taylor County

Item Number	Item Description	*Estimated Gallons Doddridge	Cost Per Gallon Doddridge	*Estimated Gallons Harrison	Cost Per Gallon Harrison	*Estimated Gallons Marion	Cost Per Gallon Marion	*Estimated Gallons Monongalia	Cost Per Gallon Monongalia	*Estimated Gallons Preston	Cost Per Gallon Preston	*Estimated Gallons Taylor	Cost Per Gallon Taylor
Anionic Liquid Asphaltic Emulsion (Spec 705.4)													
1	RS-2	45,000	X	65,000	X	100,000	X	75,000	X	65,000	X	50,000	X
	a) 3000-4000 gallons	X	1.80	X	1.82	X	1.83	X	1.86	X	1.87	X	1.83
	b) 4001-5000 gallons	X	1.75	X	1.77	X	1.78	X	1.81	X	1.82	X	1.78
	c) 5001 or greater	X	1.70	X	1.72	X	1.73	X	1.76	X	1.77	X	1.73
			Cost Per 1/4 hour Doddridge		Cost Per 1/4 hour Harrison		Cost Per 1/4 hour Marion		Cost Per 1/4 hour Monongalia		Cost Per 1/4 hour Preston		Cost Per 1/4 hour Taylor
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Doddridge		Cost Per Gallon Harrison		Cost Per Gallon Marion		Cost Per Gallon Monongalia		Cost Per Gallon Preston		Cost Per Gallon Taylor
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	\$0.10	X	0.10	X	0.10	X	0.10	X	0.10
			Lump Sum Doddridge		Lump Sum Harrison		Lump Sum Marion		Lump Sum Monongalia		Lump Sum Preston		Lump Sum Taylor
9	Return Load Material must be returned through no fault of the vendor	X	750.00	X	900.00	X	975.00	X	1200.00	X	1275.00	X	975.00

District 6 - Brooke County, Hancock County, Marshall County,
Ohio County, Tyler County and Wetzel County

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

Item Number	Item Description	*Estimated Gallons Brooke	Cost Per Gallon Brooke	*Estimated Gallons Hancock	Cost Per Gallon Hancock	*Estimated Gallons Marshall	Cost Per Gallon Marshall	*Estimated Gallons Ohio	Cost Per Gallon Ohio	*Estimated Gallons Tyler	Cost Per Gallon Tyler	*Estimated Gallons Wetzel	Cost Per Gallon Wetzel
Anionic Liquid Asphaltic Emulsion (Spec 705.4)													
2	HFMS-2	15,000	X	15,000	X	20,000	X	15,000	X	15,000	X	30,000	X
	a) 3000-4000 gallons	X	1.84	X	1.85	X	1.83	X	1.83	X	1.78	X	1.82
	b) 4001-5000 gallons	X	1.79	X	1.80	X	1.78	X	1.78	X	1.73	X	1.77
	c) 5001 or greater	X	1.74	X	1.75	X	1.73	X	1.73	X	1.68	X	1.72
3	SS-1h (Diluted)	3,000	X	3,000	X	3,000	X	3,000	X	3,000	X	3,000	X
	a) 3000-4000 gallons	X	1.84	X	1.85	X	1.83	X	1.83	X	1.78	X	1.82
	b) 4001-5000 gallons	X	1.79	X	1.80	X	1.78	X	1.78	X	1.73	X	1.77
	c) 5001 or greater	X	1.74	X	1.75	X	1.73	X	1.73	X	1.68	X	1.72
			Cost Per 1/4 hour Brooke		Cost Per 1/4 hour Hancock		Cost Per 1/4 hour Marshall		Cost Per 1/4 hour Ohio		Cost Per 1/4 hour Tyler		Cost Per 1/4 hour Wetzel
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Brooke		Cost Per Gallon Hancock		Cost Per Gallon Marshall		Cost Per Gallon Ohio		Cost Per Gallon Tyler		Cost Per Gallon Wetzel
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10
			Lump Sum Brooke		Lump Sum Hancock		Lump Sum Marshall		Lump Sum Ohio		Lump Sum Tyler		Lump Sum Wetzel
9	Return Load Material must be returned through no fault of the vendor	X	1050.00	X	1125.00	X	975.00	X	975.00	X	600.00	X	900.00

District 7 - Barbour County, Braxton County, Gilmer County,
Lewis County, Upshur County and Webster County

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

Item Number	Item Description	*Estimated Gallons Barbour	Cost Per Gallon Barbour	*Estimated Gallons Braxton	Cost Per Gallon Braxton	*Estimated Gallons Gilmer	Cost Per Gallon Gilmer	*Estimated Gallons Lewis	Cost Per Gallon Lewis	*Estimated Gallons Upshur	Cost Per Gallon Upshur	*Estimated Gallons Webster	Cost Per Gallon Webster
Anionic Liquid Asphaltic Emulsion (Spec 705.4)													
1	RS-2	60,000	X	50,000	X	40,000	X	60,000	X	80,000	X	40,000	X
	a) 3000-4000 gallons	X	1.86	X	1.70	X	1.85	X	1.83	X	1.84	X	1.71
	b) 4001-5000 gallons	X	1.81	X	1.65	X	1.80	X	1.78	X	1.79	X	1.66
	c) 5001 or greater	X	1.76	X	1.60	X	1.75	X	1.73	X	1.74	X	1.61
			Cost Per 1/4 hour Barbour		Cost Per 1/4 hour Braxton		Cost Per 1/4 hour Gilmer		Cost Per 1/4 hour Lewis		Cost Per 1/4 hour Upshur		Cost Per 1/4 hour Webster
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Barbour		Cost Per Gallon Braxton		Cost Per Gallon Gilmer		Cost Per Gallon Lewis		Cost Per Gallon Upshur		Cost Per Gallon Webster
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10	X	0.10
			Lump Sum Barbour		Lump Sum Braxton		Lump Sum Gilmer		Lump Sum Lewis		Lump Sum Upshur		Lump Sum Webster
9	Return Load Material must be returned through no fault of the vendor	X	1200.00	X	1125.00	X	1125.00	X	945.00	X	1020.00	X	1200.00

District 8 - Pendleton County, Pocahontas County,
Randolph County and Tucker County

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

Item Number	Item Description	*Estimated Gallons Pendleton	Cost Per Gallon Pendleton	*Estimated Gallons Pocahontas	Cost Per Gallon Pocahontas	*Estimated Gallons Randolph	Cost Per Gallon Randolph	*Estimated Gallons Tucker	Cost Per Gallon Tucker
Cationic Liquid Asphaltic Emulsion (Spec 705.12)									
4	Polymer Modified CRS-2P	75,000	X	50,000	X	100,000	X	75,000	X
	a) 3000-4000 gallons	X	2.12	X	2.12	X	2.08	X	2.08
	b) 4001-5000 gallons	X	2.07	X	2.07	X	2.03	X	2.03
	c) 5001 or greater	X	2.02	X	2.02	X	1.98	X	1.98
			Cost Per 1/4 hour Pendleton		Cost Per 1/4 hour Pocahontas		Cost Per 1/4 hour Randolph		Cost Per 1/4 hour Tucker
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Pendleton		Cost Per Gallon Pocahontas		Cost Per Gallon Randolph		Cost Per Gallon Tucker
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.15	X	0.15	X	0.15	X	0.15
			Lump Sum Pendleton		Lump Sum Pocahontas		Lump Sum Randolph		Lump Sum Tucker
9	Return Load Material must be returned through no fault of the vendor	X	1650.00	X	1650.00	X	1350.00	X	1350.00

District 9 - Fayette County, Greenbrier County, Monroe County,
Nicholas County and Summers County

*Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest cost per item, per County, per District, excluding items 7, 8 and 9.

Item Number	Item Description	*Estimated Gallons Fayette	Cost Per Gallon Fayette	*Estimated Gallons Greenbrier	Cost Per Gallon Greenbrier	*Estimated Gallons Monroe	Cost Per Gallon Monroe	*Estimated Gallons Nicholas	Cost Per Gallon Nicholas	*Estimated Gallons Summers	Cost Per Gallon Summers
Anionic Liquid Asphaltic Emulsion (Spec 705.4)											
1	RS-2	25,000	X	50,000	X	15,000	X	10,000	X	10,000	X
	a) 3000-4000 gallons	X	1.88	X	1.94	X	1.96	X	1.88	X	1.92
	b) 4001-5000 gallons	X	1.83	X	1.89	X	1.91	X	1.83	X	1.87
	c) 5001 or greater	X	1.78	X	1.84	X	1.86	X	1.78	X	1.82
Cationic Liquid Asphaltic Emulsion (Spec 705.12)											
5	Polymer Modified RS-2P	25,000	X	25,000	X	15,000	X	10,000	X	10,000	X
	a) 3000-4000 gallons	X	2.18	X	2.24	X	2.26	X	2.18	X	2.22
	b) 4001-5000 gallons	X	2.13	X	2.19	X	2.21	X	2.13	X	2.17
	c) 5001 or greater	X	2.08	X	2.14	X	2.16	X	2.08	X	2.12
			Cost Per 1/4 hour Fayette		Cost Per 1/4 hour Greenbrier		Cost Per 1/4 hour Monroe		Cost Per 1/4 hour Nicholas		Cost Per 1/4 hour Summers
7	Demurrage A charge for each addtl 1/4 hr after the first 2 free hrs.	X	25.00	X	25.00	X	25.00	X	25.00	X	25.00
			Cost Per Gallon Fayette		Cost Per Gallon Greenbrier		Cost Per Gallon Monroe		Cost Per Gallon Nicholas		Cost Per Gallon Summers
8	Rental A charge for portable storage tank or "drop" tank trailer	X	0.15	X	0.15	X	0.15	X	0.15	X	0.15
			Lump Sum Fayette		Lump Sum Greenbrier		Lump Sum Monroe		Lump Sum Nicholas		Lump Sum Summers
9	Return Load Material must be returned through no fault of the vendor	X	1350.00	X	1800.00	X	1950.00	X	1350.00	X	1650.00



P.O. Box 90380, Indianapolis, IN 46290
9247 N. Meridian Street #300, Indianapolis, IN 46260
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

**IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:
ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A
PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES
ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.**

**CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE
POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE
CONTRACT.**

**IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:
Tobias Insurance Group has, upon your request, issued the attached Certificate of Insurance.**

**If you have not already done so, we highly recommend that you provide Tobias Insurance
Group with a copy of the insurance and indemnification provisions of the contract pertaining to
the Certificate of Insurance request so that we may properly ascertain whether the referenced
insurance policies address the limits of insurance, terms and types of coverage required by the
contract.**

**While most Certificates of Insurance can be issued at no cost, the contract may require the
purchase of additional insurance coverage that could be subject to an additional premium
charge. In some instances, the coverage identified in the contract may be outside the
underwriting guidelines of the insurance carrier and cannot be obtained.**

**Any contract review performed by Tobias Insurance Group should not be construed as the
rendering of legal advice or a legal opinion concerning any portion of the contract.**

**Tobias Insurance Group has not endeavored to identify all potential liability issues that might
arise under this contract. This review is provided for information purposes only and should not
be relied upon by third parties.**

**Any description of insurance coverage is subject to the terms, conditions, exclusions and other
provisions of the policies and any applicable regulations, rating rules or plans. This Certificate
of Insurance does not constitute a contract between the issuing insurer(s), authorized
representative or producer, and the certificate holder, nor does it affirmatively or negatively
amend, extend or alter the coverage afforded by the policies listed thereon.**

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ASPHALT MATERIALS, INC.

Authorized Signature:  Date: 3/1/16

State of OHIO

County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 1st day of MARCH, 20 16.

My Commission expires NOVEMBER 1st, 20 19.

AFFIX SEAL HERE

NOTARY PUBLIC 