



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

State of West Virginia
 Request for Quotation
 10 – Consulting

Proc Folder: 613706

Doc Description: ADDENDUM 2 CONSULTING SERVICE-SECONDARY ROAD MAINT(6920C001)

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-08-15	2019-08-16 13:30:00	CRFQ 0803 DOT2000000013	3

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: INCA ROADS™ LLC
 Woman Owned Small Business
 53 Wildwood Drive
 Salem, WV 26426-6274
 ph: 304-782-3966
 fax: 304-606-3790

RECEIVED
 2019 AUG 16 PM 12:57
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X  FEIN # 36-4781175 DATE August 16, 2019

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR CONSULTING SERVICES TO ASSIST WITH COORDINATION AND OVERSIGHT OF THE GOVERNOR'S SECONDARY ROAD MAINTENANCE INITIATIVE PER THE ATTACHED DOCUMENTS.

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

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS FINANCE & ADMINISTRATION 1900 KANAWHA BLVD E, BLDG 5 RM A220 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS EXECUTIVE DIVISION 1900 KANAWHA BLVD E, BLDG 5 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CONSULTING SERVICES				

Comm Code	Manufacturer	Specification	Model #
72141003			

Extended Description :
 CONSULTING SERVICES - SECONDARY ROAD MAINTENANCE
 SEE ATTACHED EXHIBIT A PRICING PAGE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-08-05

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000013

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

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

Addendum Numbers Received:

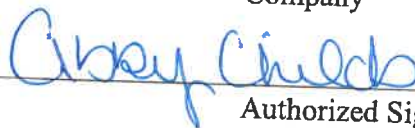
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

INCA ROADS™ LLC

Company



Authorized Signature

August 16, 2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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INCA ROADS LLC
Company

Abby Childs
Authorized Signature

August 16, 2019
Date

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

EXHIBIT A -- PRICING PAGE

CRFQ DOT2000000013

Consultant Services for the Governor's Secondary Road Maintenance Initiative

Item Number	Unit of Measure	Description	Unit Cost / Per Day for 2 Employees	Estimated Quantity	Extended Cost (Unit Cost Per Day X Estimated Quantity)
1	Days	Consultant Services - Secondary Road Maintenance Initiative	\$1,665.00	150	\$249,750.00
Daily rate must include travel charges					\$249,750.00



CERTIFICATE OF INSURANCE

DATE ISSUED (MM/DD)
8/13/19

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY L & L AUVIL INSURANCE AGY LLC 126 PENNSYLVANIA AVE NUTTER FORT, WV 26301-4516 (304)626-3743	AGENT'S NO. EE1446	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable in NY) Erie Indemnity Co., Attorney-in-Fact Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED Inca Roads, LLC 53 Wildwood Drive Salem, WV 26426	This certificate is issued for information purposes only and contains no rights on the certificate holder. It does not affirmatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuer/insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l LTR Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q48 5150364	12/1/18	12/1/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
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PRODUCTS-COMP/OP AGG	\$ 2,000,000																
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q03 7130288	3/21/19	3/21/20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000				
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BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000																
D	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$ 0	Q27 7170044	3/21/19	3/21/20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$		\$				
EACH OCCURRENCE	\$ 4,000,000																
AGGREGATE	\$ 4,000,000																
	\$																
	\$																
F	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q89 7900244	5/29/19	5/29/20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td>BODILY INJURY BY</td><td>ACCIDENT \$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT		DISEASE \$ 1,000,000 POLICY LIMIT		DISEASE \$ 1,000,000 EACH EMPLOYEE				
STATUTORY																	
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	DISEASE \$ 1,000,000 POLICY LIMIT																
	DISEASE \$ 1,000,000 EACH EMPLOYEE																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is also additional insured. 30 days cancellation notice to the additional insured applies.

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

NAME AND ADDRESS OF CERTIFICATE HOLDER State of WV 1900 Kanawha Blvd E Building 5 Charleston, WV 25305	AUTHORIZED REPRESENTATIVE
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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.

Abby Childs, President
(Name, Title)
Abby Childs, President
(Printed Name and Title)
53 Wildwood Drive, Salem, WV 26426
(Address)
Ph: 304-782-3966 Fax: 304-606-3790
(Phone Number) / (Fax Number)
abby@incaroads.com
(email address)

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

INCA ROADS LLC
(Company)
Abby Childs, President
(Authorized Signature) (Representative Name, Title)

Abby Childs, President
(Printed Name and Title of Authorized Representative)

August 16, 2019
(Date)

Ph: 304-782-3966 Fax: 304-606-3790
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ DOT2000000013
Consulting Services- Secondary Roads Maintenance Initiative (692C001)

10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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: Abby Childs
Telephone Number: 412-953-9122
Fax Number: 304-606-3790
Email Address: abby@incaroads.com

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: INCA ROADS LLC Address: 53 Wildwood Drive, Salem, WV 26426

Name of Authorized Agent: Abby Childs Address: 53 Wildwood Drive, Salem, WV 26426

Contract Number: CRFQ 0803 DOT2000000013 Contract Description: CONSULTING SERVICE-SECONDARY ROAD MAINT(6920C001)

Governmental agency awarding contract: WEST VIRGINIA DIVISION OF HIGHWAYS

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Abby Childs, Inca Roads LLC (51%)
Chris Childs, Inca Roads LLC (49%)

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 8/13/19

Notary Verification

State of Pennsylvania, County of Greene:

I, Abby Childs, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 13th day of August 2019

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

[Handwritten Signature]
Notary Public's Signature

Commonwealth of Pennsylvania - Notary Seal
Theresa M. Knight, Notary Public
Greene County
My commission expires June 24, 2023
Commission number 1087124

STATE OF WEST VIRGINIA

Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: INCA ROADS LLC

Vendor's Name: Abby Childs / Inca Roads LLC

Authorized Signature: Abby Childs Date: 8/13/19

State of Pennsylvania

County of Greene to-wit:

Taken, subscribed, and sworn to before me this 13 day of August, 2019.

My Commission expires June 24, 2023

AFFIX SEAL HERE

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Theresa M. Knight, Notary Public
Greene County
My commission expires June 24, 2023
Commission number 1087124
Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 01/19/2018)