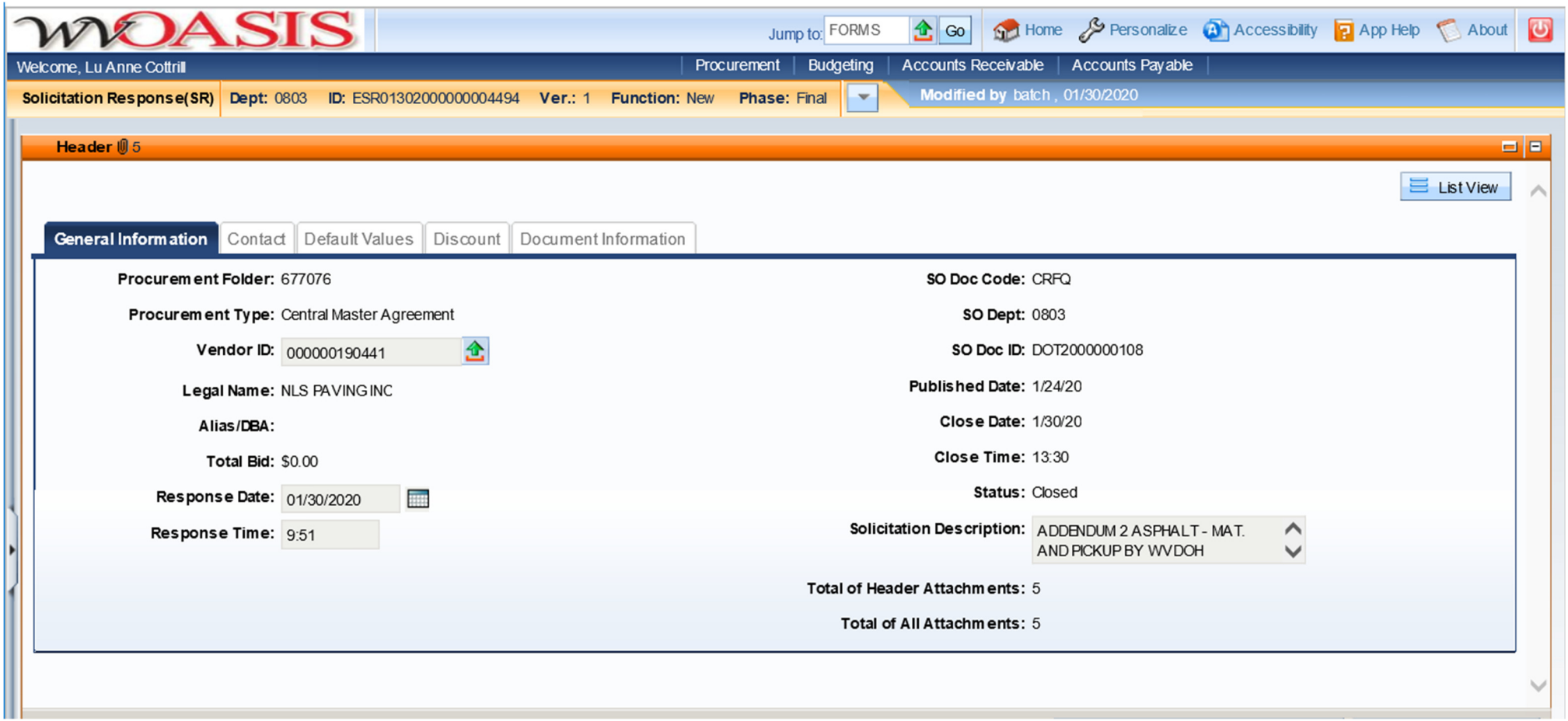
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.


wvOASIS
Jump to: FORMS Go
Home
Personalize
Accessibility
App Help
About
Welcome, Lu Anne Cottrill
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0803 ID: ESR01302000000004494 Ver.: 1 Function: New Phase: Final
Modified by batch , 01/30/2020
Header 5
List View
General Information
Contact
Default Values
Discount
Document Information
Procurement Folder: 677076
Procurement Type: Central Master Agreement
Vendor ID: 000000190441
Legal Name: NLS PAVING INC
Alias/DBA:
Total Bid: $0.00
Response Date: 01/30/2020
Response Time: 9:51
SO Doc Code: CRFQ
SO Dept: 0803
SO Doc ID: DOT2000000108
Published Date: 1/24/20
Close Date: 1/30/20
Close Time: 13:30
Status: Closed
Solicitation Description: ADDENDUM 2 ASPHALT - MAT. AND PICKUP BY WVDOH
Total of Header Attachments: 5
Total of All Attachments: 5

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

State of West Virginia
Solicitation Response

Proc Folder : 677076

Solicitation Description : ADDENDUM 2 ASPHALT - MAT. AND PICKUP BY WVDOH (6620C037)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-30 13:30:00	SR 0803 ESR01302000000004494	1

VENDOR

000000190441

NLS PAVING INC

Solicitation Number: CRFQ 0803 DOT2000000108

Total Bid : $0.00 **Response Date:** 2020-01-30 **Response Time:** 09:51:31

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead

(304) 558-2402
crystal.g.hustead@wv.gov

Signature on File **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ASPHAT MATERIALS AND PICKUP BY WVDOH	0.00000	EA	$1.000000	$0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description : ASPHALT - MATERIALS AND PICKUP BY WVDOH PER THE ATTACHED PRICING PAGES/E-CATALOG

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/29/2020

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
1660 West Second Street
Skylight Office Tower
Suite 650
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Phoenix Insurance Company	25623
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	Farmington Casualty Company	41483
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
The National Lime and Stone Company
NLS Paving, Inc.
NLS Asphalt, Inc.
NLS Transport, Inc.
551 Lake Cascade Parkway
Findlay OH 45840 USA

COVERAGES **CERTIFICATE NUMBER:** 570080380955 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			6309J876705	12/01/2019	12/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-8N369310-PHX	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB4K909887	12/01/2019	12/01/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

Certificate No : 570080380955

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OH Stop Gap coverage is included under policy UB004K909887. RE: Job: Bid, Date: January 30, 2020.

CERTIFICATE HOLDER

State of West Virginia
1900 Kanawha Blvd. E.
Bldg. 5
Charleston WV 25305 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 677076

Doc Description: ASPHALT - MAT. AND PICKUP BY WVDOH (6620C037)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-16	2020-01-30 13:30:00	CRFQ 0803 DOT2000000108	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:

NLS Paving Inc
67925 Bayberry Dr.
St. Clairsville OH 43950
740-635-4335

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Signature X Brian K. Woods **FEIN #** 46-3881566 **DATE** 1/29/2020

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 ASPHALT MATERIALS AND PICKUP BY WVDOH 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
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ASPHAT MATERIALS AND PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description :

ASPHALT - MATERIALS AND PICKUP BY WVDOH PER THE ATTACHED PRICING PAGES/E-CATALOG

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-01-23

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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: January 23, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Hustead@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: Crystal Hustead
SOLICITATION NO.: CRFQ DOT2000000108
BID OPENING DATE: January 30, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 n/a convenience copies of each to the Purchasing Division at the address shown above. 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: January 30, 2020 at 1:30 PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least $1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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.

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

☑ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ **Other:** See attached.

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

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

☐

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____

☑ Liquidated Damages Contained in the Specifications

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

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

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

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

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

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

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Richard Oberdick Estimator
(Name, Title)
Richard Oberdick Estimator
(Printed Name and Title)
67925 Bayberry Dr St. Clairsville OH 43950
(Address)
740-635-4335 740-296-5311
(Phone Number) / (Fax Number)
roberdick@NLSPaving.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.

NLS Paving Inc
(Company)
Brian Varrato
(Authorized Signature) (Representative Name, Title)
Brian Varrato Vice-President
(Printed Name and Title of Authorized Representative)
1/29/2020
(Date)
740-635-4335 740-296-5311
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000108

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)

- [x] Addendum No. 1
- [x] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] 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.

NLS Paving Inc
Company

Authorized Signature

11/29/2020
Date

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

REQUEST FOR QUOTATION
CRFQ DOT2000000108
Asphalt Materials and Pickup by WVDOH (6620C037)

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 asphalt materials and pickup contract for use on preventive maintenance and repair projects throughout the state of West Virginia by West Virginia Division of Highways forces from the Vendor's plant.

   This contract shall become effective upon award and extend for one year from the effective date; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office, limited to two successive one-year periods. The WVDOH will not consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

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 3.2.

   2.2 **"Pricing Pages/E-Catalog Spreadsheet"** means the schedule of prices attached hereto as Attachment 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.

   2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.

   2.5 **"MP" and/or "MCS&T"** used throughout this Solicitation means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx

   2.6 **"Asphalt", "Hot Mix Asphalt" and "HMA"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard

Specs edition, including any Supplementals, shall mean **"Asphalt"** throughout this Solicitation.

2.7 **"RAP"** used throughout this Solicitation means Reclaimed Asphalt Pavement.

2.8 **"Contractor"** or **"Vendor"** 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.

2.9 **"Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102, 105, 106, 106, 107, 108, 109, and 401.

A hard copy of the current Standard Specs may be purchased at a cost of $20.00 ($15.00 for the 2017 book plus $5.00 for the Supplemental Latest Edition) using the attached Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/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 **Materials:** Items A through OB are considered Materials. Materials from this contract SHALL ONLY be purchased when the pickup of those materials is by WVDOH Forces only.

3.2.2 Plant Run: Item P shall meet the Standard Specs and specifications of adjacent state highway departments or specifications acceptable to the WVDOH District Engineer/Manager for similar material as bid in Items A through OB. The WVDOH may purchase Asphalt from the Vendor's plant. The Vendor shall bid Item P as F.O.B. Vendor's Plant including the loading of the WVDOH owned or rented trucks along with the furnishing of a coating solution in accordance with Standard Specs Section 401.9.7. Plant Run shall not be requested except when determined by the WVDOH District Engineer/Manager that all other equivalent items of material are not available, then only on a pickup basis.

3.2.3 Performance Grade Binder: Item Q and Item R shall be surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.

3.2.4 Crushed Aggregate Base Course: RAP may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed per Standard Specs Section 307.2.5. When RAP is requested on a Delivery Order, there shall be no pay item.

3.2.5 Off-Season Plant Opening: Item S, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

3.2.5.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer/ Manager, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.2.5.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

a) Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

b) The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

3.2.5.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

3.2.6 Vendor's Plant Location: The Vendor **shall** provide the Vendor's Plant Location on the Attachment B - Mandatory Information Form that will be supplying the materials listed on Attachment A - Pricing Page/E-Catalog Spreadsheet. Please refer to Section 6.2.2 of these Contract Specifications.

4. PRICE ADJUSTMENTS:

4.1 Price Adjustment of Asphalt Cement: Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for Contract Items A through P is provided for in the Standard Specs. Refer to the table below:

Item	Description	AC (Average Asphalt Content)
A	Section 401 – Base I	3.9
B	Section 401 – 25mm Superpave	4.4
C	Section 401 – Base II	5.0
D	Section 401 – Patch and Level	5.0
E	Section 401 – Wearing IV	5.2
F	Section 402 – Wearing IV	5.1
G	Section 401 – 19mm Superpave	4.7
H	Section 401 – Scratch Course	5.9
I	Section 402 – 9.5mm Superpave	6.1
J	Section 401 – Wearing I	6.1
K	Section 402 – Wearing I	6.0
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 – 4.75mm Superpave	7.2
N	Section 401 – Wearing III	7.3
O	Section 402 – Wearing III	7.5
OA	Section 401 – 12.5mm Superpave	5.6
OB	Section 402 – 12.5mm Superpave	5.6
P	Plant Run	5.7

4.2 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for Contract Items A through R is provided for in the Standard Specs.

The bidding index for asphalt binder will be listed on the Contract Administration website for Fuel and Asphalt adjustments for December 2019.

5. ACCEPTANCE PLAN: Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

6.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment form:

6.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank.
2) Column C – Supplier Name should identify the Vendor's Plant name.
3) Column G – Vendor shall not modify or change any Unit of Measure identified in this column.
4) Column H – List Price shall identify the Vendor's unit prices per Contract Items bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

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

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on

one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.

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

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

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

6.3 **Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations (formerly referred to as Maintenance) Division will announce the effective date **of use** of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the 2019 Contracts for material and pickup by the WVDOH shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2019 Contracts for material and pickup by the WVDOH shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2019 Contracts for material and pickup by the WVDOH should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date **of use** of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one

Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project for individual pick-up repair, paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the material, Item A through R and the WVDOH's most economical haul cost from the Vendor's plant to the individual paving project. Factors to be considered shall include, but not limited to; bid price of material, haul cost at $0.25 for each additional ton-mile, loading, transportation delays and availability of material.

8. **ORDERING AND PAYMENT:**

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

   8.2 **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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the either the State of West Virginia's Purchasing Card or Electronic Funds Transfer method of payment for all orders under this contract. Payment method shall be dictated at WVDOH's discretion. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions.

9. **DELIVERY AND RETURN:**

   9.1 **Delivery Time:** Vendor shall have materials available for pickup within five (5) working days after orders are received. Vendor shall have emergency orders available for pickup within an agreed upon acceptable timeframe after orders are received. Vendor shall have material available for pickup in accordance with the

dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.

9.2 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 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.

9.3 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items 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 Delivery Orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLENOUS:

11.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

11.3 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 **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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update the WVDOH and should update and maintain its vendor customer information in wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Richard Oberdick
Telephone Number: 740-635-4335
Fax Number: 740-296-5311
Email Address: roberdick@NLSPaving.com

West Virginia Department of Transportation
Division of Highways

Standard Specifications Order Form

Ordering Instructions:
Copies of the ***2017 Standard Specifications Roads and Bridges*** and latest **Supplemental Specifications** may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail DOHSpecifications@wv.gov, or mail to:

Contract Administration Division
1900 Kanawha Boulevard East
Building Five, Room 840
Charleston, WV 25305

Order Form:

Delivery Method (check one): Pick-up ☐ Mail ☐ (S&H fees apply – see below)

Payment Method (check one): Invoice ☐ Check ☐ (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	2017 Standard Specifications Roads and Bridges	$15.00	
	Supplemental Specifications, Latest Edition	$5.00	
	Shipping and Handling (S&H) * * 1-9 Items = $5.00 10+ Items = $10.00		
	Total Amount Due		

NOTICE: The *2017 Standard Specifications Roads and Bridges and Supplemental Specifications are* available free of charge on the Specifications Webpage.

Customer Information:

Company Name: _____

ATTENTION: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ e-mail: _____

For Office Use Only (Do not write in the space below)				
Order Filled By:			Date:	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised June 8, 2018

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: NLS Paving Inc **Address:** 67925 Bayberry Dr St. Clairsville OH 43950

Name of Authorized Agent: Brian Varrato **Address:** 67925 Bayberry Dr St. Clairsville

Contract Number: DOT2000000108 **Contract Description:** Asphalt - Mat. & Pickup

Governmental agency awarding contract: 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.

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: Brian Varrato **Date Signed:** 1.29.20

Notary Verification

State of OH **County of** Belmont :

I, Brian Varrato, 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 29th day of January, 2020.

NOTARY PUBLIC FOR THE STATE OF OHIO
My Commission Expires October 12, 2022

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

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 exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: NLS Paving Inc

Authorized Signature: [signature] Date: 1.29.20

State of OH

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 29 day of Jan, 2020

My Commission expires Oct 12, 2022

AFFIX SEAL HERE

NOTARY PUBLIC ASHLEY ANN BENNETT
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
October 12, 2022

NOTARY PUBLIC [signature]

INFORMATION ATTACHMENT FORM
Vendor's Storage Sites
Asphalt - Materials and Pickup by WVDOH Forces, ONLY

VENDOR NAME NLS Paving Inc Martins Ferry

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one bid submission is acceptable.
If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, *additional*, separate bid submissions must be submitted for each Plant Location bid. Multple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Vendor's Plant Location: Martins Ferry

1575 North 1st St
Martins Ferry OH 43935

Vendor's Plant Location:

Vendor's Plant Location:

Vendor's Plant Location:

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

State of West Virginia
Request for Quotation
19 — Highways

Proc Folder: 677076

Doc Description: ASPHALT - MAT. AND PICKUP BY WVDOH (6620C037)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-16	2020-01-30 13:30:00	CRFQ 0803 DOT2000000108	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:

NLS Paving Inc
67925 Bayberry Dr.
St. Clairsville OH 43950
740-635-4335

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Signature X [signature] **FEIN #** 46-3881566 **DATE** 1/29/2020

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 ASPHALT MATERIALS AND PICKUP BY WVDOH 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
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ASPHAT MATERIALS AND PICKUP BY WVDOH	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description :

ASPHALT - MATERIALS AND PICKUP BY WVDOH PER THE ATTACHED PRICING PAGES/E-CATALOG

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-01-23

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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: January 23, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Hustead@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: Crystal Hustead
SOLICITATION NO.: CRFQ DOT2000000108
BID OPENING DATE: January 30, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 n/a convenience copies of each to the Purchasing Division at the address shown above. 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: January 30, 2020 at 1:30 PM

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least $1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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.

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

☑ **Term Contract**

Initial Contract Term: Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the 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 request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ **Other:** See attached.

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

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

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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

☐ _____ for _____

☑ Liquidated Damages Contained in the Specifications

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

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

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

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

18. 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.

19. 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 § 148-1-5.2.b.

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

21. 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.

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Richard Oberdick Estimator
(Name, Title)

Richard Oberdick Estimator
(Printed Name and Title)

67925 Bayberry Dr St. Clairsville OH 43950
(Address)

740-635-4335 740-296-5311
(Phone Number) / (Fax Number)

roberdick@NLSPaving.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.

NLS Paving Inc
(Company)

Brian Varrato
(Authorized Signature) (Representative Name, Title)

Brian Varrato Vice-President
(Printed Name and Title of Authorized Representative)

1/29/2020
(Date)

740-635-4335 740-296-5311
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000108

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)

- [x] Addendum No. 1
- [x] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] 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.

NLS Paving Inc
Company

Authorized Signature

11/29/2020
Date

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

REQUEST FOR QUOTATION
CRFQ DOT2000000108
Asphalt Materials and Pickup by WVDOH (6620C037)

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 asphalt materials and pickup contract for use on preventive maintenance and repair projects throughout the state of West Virginia by West Virginia Division of Highways forces from the Vendor's plant.

   This contract shall become effective upon award and extend for one year from the effective date; however, this contract may be renewed at the same price, terms and conditions of the original contract including any subsequent change orders upon the mutual written consent of the WVDOH and the Vendor(s), with approval of the Purchasing Division and the Attorney General's office, limited to two successive one-year periods. The WVDOH will not consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

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 3.2.

   2.2 **"Pricing Pages/E-Catalog Spreadsheet"** means the schedule of prices attached hereto as Attachment 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.

   2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.

   2.5 **"MP" and/or "MCS&T"** used throughout this Solicitation means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference:
   http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx

   2.6 **"Asphalt", "Hot Mix Asphalt" and "HMA"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard

Specs edition, including any Supplementals, shall mean **"Asphalt"** throughout this Solicitation.

2.7 **"RAP"** used throughout this Solicitation means Reclaimed Asphalt Pavement.

2.8 **"Contractor"** or **"Vendor"** 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.

2.9 **"Standard Specs"** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102, 105, 106, 106, 107, 108, 109, and 401.

A hard copy of the current Standard Specs may be purchased at a cost of $20.00 ($15.00 for the 2017 book plus $5.00 for the Supplemental Latest Edition) using the attached Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

A free electronic copy of the Standard Specs may be obtained by sourcing:
http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/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 **Materials:** Items A through OB are considered Materials. Materials from this contract SHALL ONLY be purchased when the pickup of those materials is by WVDOH Forces only.

3.2.2 Plant Run: Item P shall meet the Standard Specs and specifications of adjacent state highway departments or specifications acceptable to the WVDOH District Engineer/Manager for similar material as bid in Items A through OB. The WVDOH may purchase Asphalt from the Vendor's plant. The Vendor shall bid Item P as F.O.B. Vendor's Plant including the loading of the WVDOH owned or rented trucks along with the furnishing of a coating solution in accordance with Standard Specs Section 401.9.7. Plant Run shall not be requested except when determined by the WVDOH District Engineer/Manager that all other equivalent items of material are not available, then only on a pickup basis.

3.2.3 Performance Grade Binder: Item Q and Item R shall be surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.

3.2.4 Crushed Aggregate Base Course: RAP may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed per Standard Specs Section 307.2.5. When RAP is requested on a Delivery Order, there shall be no pay item.

3.2.5 Off-Season Plant Opening: Item S, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

3.2.5.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer/ Manager, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.2.5.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

a) Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

b) The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

3.2.5.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

3.2.6 **Vendor's Plant Location:** The Vendor **shall** provide the Vendor's Plant Location on the Attachment B - Mandatory Information Form that will be supplying the materials listed on Attachment A - Pricing Page/E-Catalog Spreadsheet. Please refer to Section 6.2.2 of these Contract Specifications.

4. PRICE ADJUSTMENTS:

4.1 Price Adjustment of Asphalt Cement: Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for Contract Items A through P is provided for in the Standard Specs. Refer to the table below:

Item	Description	AC (Average Asphalt Content)
A	Section 401 – Base I	3.9
B	Section 401 – 25mm Superpave	4.4
C	Section 401 – Base II	5.0
D	Section 401 – Patch and Level	5.0
E	Section 401 – Wearing IV	5.2
F	Section 402 – Wearing IV	5.1
G	Section 401 – 19mm Superpave	4.7
H	Section 401 – Scratch Course	5.9
I	Section 402 – 9.5mm Superpave	6.1
J	Section 401 – Wearing I	6.1
K	Section 402 – Wearing I	6.0
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 – 4.75mm Superpave	7.2
N	Section 401 – Wearing III	7.3
O	Section 402 – Wearing III	7.5
OA	Section 401 – 12.5mm Superpave	5.6
OB	Section 402 – 12.5mm Superpave	5.6
P	Plant Run	5.7

4.2 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for Contract Items A through R is provided for in the Standard Specs.

The bidding index for asphalt binder will be listed on the Contract Administration website for Fuel and Asphalt adjustments for December 2019.

5. ACCEPTANCE PLAN: Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

6.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment form:

6.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers.

1) Column A – Vendor Customer Code should identify the Vendor's wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank.
2) Column C – Supplier Name should identify the Vendor's Plant name.
3) Column G – Vendor shall not modify or change any Unit of Measure identified in this column.
4) Column H – List Price shall identify the Vendor's unit prices per Contract Items bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

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

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on

one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.

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

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

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

6.3 Contract award transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations (formerly referred to as Maintenance) Division will announce the effective date **of use** of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued toward the 2019 Contracts for material and pickup by the WVDOH shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2019 Contracts for material and pickup by the WVDOH shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2019 Contracts for material and pickup by the WVDOH should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date **of use** of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one

Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project for individual pick-up repair, paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the material, Item A through R and the WVDOH's most economical haul cost from the Vendor's plant to the individual paving project. Factors to be considered shall include, but not limited to; bid price of material, haul cost at $0.25 for each additional ton-mile, loading, transportation delays and availability of material.

8. **ORDERING AND PAYMENT:**

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

8.2 **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, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor must accept the either the State of West Virginia's Purchasing Card or Electronic Funds Transfer method of payment for all orders under this contract. Payment method shall be dictated at WVDOH's discretion. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions.

9. **DELIVERY AND RETURN:**

9.1 **Delivery Time:** Vendor shall have materials available for pickup within five (5) working days after orders are received. Vendor shall have emergency orders available for pickup within an agreed upon acceptable timeframe after orders are received. Vendor shall have material available for pickup in accordance with the

dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.

9.2 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 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.

9.3 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items 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 Delivery Orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLENOUS:

11.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

11.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

11.3 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.4 **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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update the WVDOH and should update and maintain its vendor customer information in wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Richard Oberdick
Telephone Number: 740-635-4335
Fax Number: 740-296-5311
Email Address: roberdick@NLSPaving.com

West Virginia Department of Transportation
Division of Highways

Standard Specifications Order Form

Ordering Instructions:

Copies of the ***2017 Standard Specifications Roads and Bridges*** and latest **Supplemental Specifications** may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail DOHSpecifications@wv.gov, or mail to:

Contract Administration Division
1900 Kanawha Boulevard East
Building Five, Room 840
Charleston, WV 25305

Order Form:

Delivery Method (check one): Pick-up ☐ Mail ☐ (S&H fees apply – see below)

Payment Method (check one): Invoice ☐ Check ☐ (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	2017 Standard Specifications Roads and Bridges	$15.00	
	Supplemental Specifications, Latest Edition	$5.00	
	Shipping and Handling (S&H) * * 1-9 Items = $5.00 10+ Items = $10.00		
	Total Amount Due		

NOTICE: The *2017 Standard Specifications Roads and Bridges and Supplemental Specifications are* available free of charge on the Specifications Webpage.

Customer Information:

Company Name: _____

ATTENTION: _____

Street Address: _____

City, State, Zip Code: _____

Telephone: _____ Fax: _____ e-mail: _____

For Office Use Only (Do not write in the space below)				
Order Filled By: _____			Date: _____	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

DC-20171128

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised June 8, 2018

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: NLS Paving Inc **Address:** 67925 Bayberry Dr St. Clairsville OH 43950

Name of Authorized Agent: Brian Varrato **Address:** 67925 Bayberry Dr St. Clairsville

Contract Number: DOT2000000108 **Contract Description:** Asphalt - Mat. & Pickup

Governmental agency awarding contract: 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.

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: Brian Varrato **Date Signed:** 1.29.20

Notary Verification

State of OH, County of Belmont:

I, Brian Varrato, 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.

BRIANNE ALEXANDRIA BENNETT
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
October 12, 2022

Taken, sworn to and subscribed before me this 29 day of Jan., 2020.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

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 exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: NLS Paving Inc

Authorized Signature: [signature] Date: 1.29.20

State of OH

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 29 day of Jan, 2020

My Commission expires Oct 12, 2022

AFFIX SEAL HERE

NOTARY PUBLIC FOR THE STATE OF OHIO
My Commission Expires October 12, 2022

NOTARY PUBLIC [signature]

Purchasing Affidavit (Revised 01/19/2018)

INFORMATION ATTACHMENT FORM
Vendor's Storage Sites
Asphalt - Materials and Pickup by WVDOH Forces, ONLY

VENDOR NAME NLS Paving Inc Empire

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment Form and one bid submission is acceptable.
If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, *additional*, separate bid submissions must be submitted for each Plant Location bid. Multple Plant Locations with varying prices, shall be submitted on separate bid submissions.

Vendor's Plant Location:

Empire
1720 CR 7F
Toronto OH

Vendor's Plant Location:

Vendor's Plant Location:

Vendor's Plant Location:

REVISED 1/24/2020

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
1-A		1-A	Asphalt	District 1 - Asphalt Section 401 - Base I	TON		5
1-B		1-B	Asphalt	District 1 - Asphalt Section 401 - 25mm Superpave	TON		5
1-C		1-C	Asphalt	District 1 - Asphalt Section 401 - Base II	TON		5
1-D		1-D	Asphalt	District 1 - Asphalt Section 401 - Patch and Level	TON		5
1-E		1-E	Asphalt	District 1 - Asphalt Section 401 - Wearing IV	TON		5
1-F		1-F	Asphalt	District 1 - Asphalt Section 402 - Wearing IV	TON		5
1-G		1-G	Asphalt	District 1 - Asphalt Section 401 - 19mm Superpave	TON		5
1-H		1-H	Asphalt	District 1 - Asphalt Section 401 - Scratch Course	TON		5
1-I		1-I	Asphalt	District 1 - Asphalt Section 402 - 9.5mm Superpave	TON		5
1-J		1-J	Asphalt	District 1 - Asphalt Section 401 - Wearing 1	TON		5
1-K		1-K	Asphalt	District 1 - Asphalt Section 402 - Wearing 1	TON		5
1-L		1-L	Asphalt	District 1 - Asphalt Section 401 - 4.75mm Superpave	TON		5
1-M		1-M	Asphalt	District 1 - Asphalt Section 402 - 4.75mm Superpave	TON		5
1-N		1-N	Asphalt	District 1 - Asphalt Section 401 - Wearing III	TON		5
1-O		1-O	Asphalt	District 1 - Asphalt Section 402 - Wearing III	TON		5
1-OA		1-OA	Asphalt	District 1 - Asphalt Section 401 - 12.5mm Superpave	TON		5
1-OB		1-OB	Asphalt	District 1 - Asphalt Section 402 - 12.5mm Superpave	TON		5
1-P		1-P	Asphalt	District 1 - Asphalt Plant Run	TON		5
1-Q		1-Q	Asphalt	District 1 - Surcharge for PG Binder - 70 minus 22	TON		5
1-R		1-R	Asphalt	District 1 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
1-AQ1		1-AQ1	Asphalt	District 1 - Off-Season Plant Opening - First Day	DAY		5
1-AQ2		1-AQ2	Asphalt	District 1 - Off-Season Plant Opening - Each Additional Day	DAY		5
2-A		2-A	Asphalt	District 2 - Asphalt Section 401 - Base I	TON		5
2-B		2-B	Asphalt	District 2 - Asphalt Section 401 - 25mm Superpave	TON		5
2-C		2-C	Asphalt	District 2 - Asphalt Section 401 - Base II	TON		5
2-D		2-D	Asphalt	District 2 - Asphalt Section 401 - Patch and Level	TON		5
2-E		2-E	Asphalt	District 2 - Asphalt Section 401 - Wearing IV	TON		5
2-F		2-F	Asphalt	District 2 - Asphalt Section 402 - Wearing IV	TON		5
2-G		2-G	Asphalt	District 2 - Asphalt Section 401 - 19mm Superpave	TON		5
2-H		2-H	Asphalt	District 2 - Asphalt Section 401 - Scratch Course	TON		5
2-I		2-I	Asphalt	District 2 - Asphalt Section 402 - 9.5mm Superpave	TON		5
2-J		2-J	Asphalt	District 2 - Asphalt Section 401 - Wearing 1	TON		5
2-K		2-K	Asphalt	District 2 - Asphalt Section 402 - Wearing 1	TON		5
2-L		2-L	Asphalt	District 2 - Asphalt Section 401 - 4.75mm Superpave	TON		5
2-M		2-M	Asphalt	District 2 - Asphalt Section 402 - 4.75mm Superpave	TON		5
2-N		2-N	Asphalt	District 2 - Asphalt Section 401 - Wearing III	TON		5
2-O		2-O	Asphalt	District 2 - Asphalt Section 402 - Wearing III	TON		5
2-OA		2-OA	Asphalt	District 2 - Asphalt Section 401 - 12.5mm Superpave	TON		5
2-OB		2-OB	Asphalt	District 2 - Asphalt Section 402 - 12.5mm Superpave	TON		5
2-P		2-P	Asphalt	District 2 - Asphalt Plant Run	TON		5
2-Q		2-Q	Asphalt	District 2 - Surcharge for PG Binder - 70 minus 22	TON		5
2-R		2-R	Asphalt	District 2 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
2-AQ1		2-AQ1	Asphalt	District 2 - Off-Season Plant Opening - First Day	DAY		5
2-AQ2		2-AQ2	Asphalt	District 2 - Off-Season Plant Opening - Each Additional Day	DAY		5
3-A		3-A	Asphalt	District 3 - Asphalt Section 401 - Base I	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
3-B		3-B	Asphalt	District 3 - Asphalt Section 401 - 25mm Superpave	TON		5
3-C		3-C	Asphalt	District 3 - Asphalt Section 401 - Base II	TON		5
3-D		3-D	Asphalt	District 3 - Asphalt Section 401 - Patch and Level	TON		5
3-E		3-E	Asphalt	District 3 - Asphalt Section 401 - Wearing IV	TON		5
3-F		3-F	Asphalt	District 3 - Asphalt Section 402 - Wearing IV	TON		5
3-G		3-G	Asphalt	District 3 - Asphalt Section 401 - 19mm Superpave	TON		5
3-H		3-H	Asphalt	District 3 - Asphalt Section 401 - Scratch Course	TON		5
3-I		3-I	Asphalt	District 3 - Asphalt Section 402 - 9.5mm Superpave	TON		5
3-J		3-J	Asphalt	District 3 - Asphalt Section 401 - Wearing 1	TON		5
3-K		3-K	Asphalt	District 3 - Asphalt Section 402 - Wearing 1	TON		5
3-L		3-L	Asphalt	District 3 - Asphalt Section 401 - 4.75mm Superpave	TON		5
3-M		3-M	Asphalt	District 3 - Asphalt Section 402 - 4.75mm Superpave	TON		5
3-N		3-N	Asphalt	District 3 - Asphalt Section 401 - Wearing III	TON		5
3-O		3-O	Asphalt	District 3 - Asphalt Section 402 - Wearing III	TON		5
3-OA		3-OA	Asphalt	District 3 - Asphalt Section 401 - 12.5mm Superpave	TON		5
3-OB		3-OB	Asphalt	District 3 - Asphalt Section 402 - 12.5mm Superpave	TON		5
3-P		3-P	Asphalt	District 3 - Asphalt Plant Run	TON		5
3-Q		3-Q	Asphalt	District 3 - Surcharge for PG Binder - 70 minus 22	TON		5
3-R		3-R	Asphalt	District 3 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
3-AQ1		3-AQ1	Asphalt	District 3 - Off-Season Plant Opening - First Day	DAY		5
3-AQ2		3-AQ2	Asphalt	District 3 - Off-Season Plant Opening - Each Additional Day	DAY		5
4-A		4-A	Asphalt	District 4 - Asphalt Section 401 - Base I	TON		5
4-B		4-B	Asphalt	District 4 - Asphalt Section 401 - 25mm Superpave	TON		5
4-C		4-C	Asphalt	District 4 - Asphalt Section 401 - Base II	TON		5
4-D		4-D	Asphalt	District 4 - Asphalt Section 401 - Patch and Level	TON		5
4-E		4-E	Asphalt	District 4 - Asphalt Section 401 - Wearing IV	TON		5
4-F		4-F	Asphalt	District 4 - Asphalt Section 402 - Wearing IV	TON		5
4-G		4-G	Asphalt	District 4 - Asphalt Section 401 - 19mm Superpave	TON		5
4-H		4-H	Asphalt	District 4 - Asphalt Section 401 - Scratch Course	TON		5
4-I		4-I	Asphalt	District 4 - Asphalt Section 402 - 9.5mm Superpave	TON		5
4-J		4-J	Asphalt	District 4 - Asphalt Section 401 - Wearing 1	TON		5
4-K		4-K	Asphalt	District 4 - Asphalt Section 402 - Wearing 1	TON		5
4-L		4-L	Asphalt	District 4 - Asphalt Section 401 - 4.75mm Superpave	TON		5
4-M		4-M	Asphalt	District 4 - Asphalt Section 402 - 4.75mm Superpave	TON		5
4-N		4-N	Asphalt	District 4 - Asphalt Section 401 - Wearing III	TON		5
4-O		4-O	Asphalt	District 4 - Asphalt Section 402 - Wearing III	TON		5
4-OA		4-OA	Asphalt	District 4 - Asphalt Section 401 - 12.5mm Superpave	TON		5
4-OB		4-OB	Asphalt	District 4 - Asphalt Section 402 - 12.5mm Superpave	TON		5
4-P		4-P	Asphalt	District 4 - Asphalt Plant Run	TON		5
4-Q		4-Q	Asphalt	District 4 - Surcharge for PG Binder - 70 minus 22	TON		5
4-R		4-R	Asphalt	District 4 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
4-AQ1		4-AQ1	Asphalt	District 4 - Off-Season Plant Opening - First Day	DAY		5
4-AQ2		4-AQ2	Asphalt	District 4 - Off-Season Plant Opening - Each Additional Day	DAY		5
5-A		5-A	Asphalt	District 5 - Asphalt Section 401 - Base I	TON		5
5-B		5-B	Asphalt	District 5 - Asphalt Section 401 - 25mm Superpave	TON		5
5-C		5-C	Asphalt	District 5 - Asphalt Section 401 - Base II	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
5-D		5-D	Asphalt	District 5 - Asphalt Section 401 - Patch and Level	TON		5
5-E		5-E	Asphalt	District 5 - Asphalt Section 401 - Wearing IV	TON		5
5-F		5-F	Asphalt	District 5 - Asphalt Section 402 - Wearing IV	TON		5
5-G		5-G	Asphalt	District 5 - Asphalt Section 401 - 19mm Superpave	TON		5
5-H		5-H	Asphalt	District 5 - Asphalt Section 401 - Scratch Course	TON		5
5-I		5-I	Asphalt	District 5 - Asphalt Section 402 - 9.5mm Superpave	TON		5
5-J		5-J	Asphalt	District 5 - Asphalt Section 401 - Wearing 1	TON		5
5-K		5-K	Asphalt	District 5 - Asphalt Section 402 - Wearing 1	TON		5
5-L		5-L	Asphalt	District 5 - Asphalt Section 401 - 4.75mm Superpave	TON		5
5-M		5-M	Asphalt	District 5 - Asphalt Section 402 - 4.75mm Superpave	TON		5
5-N		5-N	Asphalt	District 5 - Asphalt Section 401 - Wearing III	TON		5
5-O		5-O	Asphalt	District 5 - Asphalt Section 402 - Wearing III	TON		5
5-OA		5-OA	Asphalt	District 5 - Asphalt Section 401 - 12.5mm Superpave	TON		5
5-OB		5-OB	Asphalt	District 5 - Asphalt Section 402 - 12.5mm Superpave	TON		5
5-P		5-P	Asphalt	District 5 - Asphalt Plant Run	TON		5
5-Q		5-Q	Asphalt	District 5 - Surcharge for PG Binder - 70 minus 22	TON		5
5-R		5-R	Asphalt	District 5 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
5-AQ1		5-AQ1	Asphalt	District 5 - Off-Season Plant Opening - First Day	DAY		5
5-AQ2		5-AQ2	Asphalt	District 5 - Off-Season Plant Opening - Each Additional Day	DAY		5
6-A	NLS Paving Empire	6-A	Asphalt	District 6 - Asphalt Section 401 - Base I	TON	60.00	5
6-B	NLS Paving Empire	6-B	Asphalt	District 6 - Asphalt Section 401 - 25mm Superpave	TON	62.00	5
6-C	NLS Paving Empire	6-C	Asphalt	District 6 - Asphalt Section 401 - Base II	TON	62.00	5
6-D	NLS Paving Empire	6-D	Asphalt	District 6 - Asphalt Section 401 - Patch and Level	TON	63.00	5
6-E	NLS Paving Empire	6-E	Asphalt	District 6 - Asphalt Section 401 - Wearing IV	TON	63.00	5
6-F	NLS Paving Empire	6-F	Asphalt	District 6 - Asphalt Section 402 - Wearing IV	TON	63.00	5
6-G	NLS Paving Empire	6-G	Asphalt	District 6 - Asphalt Section 401 - 19mm Superpave	TON	62.00	5
6-H	NLS Paving Empire	6-H	Asphalt	District 6 - Asphalt Section 401 - Scratch Course	TON	66.00	5
6-I	NLS Paving Empire	6-I	Asphalt	District 6 - Asphalt Section 402 - 9.5mm Superpave	TON	70.00	5
6-J	NLS Paving Empire	6-J	Asphalt	District 6 - Asphalt Section 401 - Wearing 1	TON	66.00	5
6-K	NLS Paving Empire	6-K	Asphalt	District 6 - Asphalt Section 402 - Wearing 1	TON	68.00	5
6-L	NLS Paving Empire	6-L	Asphalt	District 6 - Asphalt Section 401 - 4.75mm Superpave	TON	71.00	5
6-M	NLS Paving Empire	6-M	Asphalt	District 6 - Asphalt Section 402 - 4.75mm Superpave	TON	73.00	5
6-N	NLS Paving Empire	6-N	Asphalt	District 6 - Asphalt Section 401 - Wearing III	TON	77.00	5
6-O	NLS Paving Empire	6-O	Asphalt	District 6 - Asphalt Section 402 - Wearing III	TON	80.00	5
6-OA	NLS Paving Empire	6-OA	Asphalt	District 6 - Asphalt Section 401 - 12.5mm Superpave	TON	65.00	5
6-OB	NLS Paving Empire	6-OB	Asphalt	District 6 - Asphalt Section 402 - 12.5mm Superpave	TON	67.00	5
6-P	NLS Paving Empire	6-P	Asphalt	District 6 - Asphalt Plant Run	TON	67.00	5
6-Q	NLS Paving Empire	6-Q	Asphalt	District 6 - Surcharge for PG Binder - 70 minus 22	TON	6.00	5
6-R	NLS Paving Empire	6-R	Asphalt	District 6 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	8.00	5
6-AQ1	NLS Paving Empire	6-AQ1	Asphalt	District 6 - Off-Season Plant Opening - First Day	DAY	5000.00	5
6-AQ2	NLS Paving Empire	6-AQ2	Asphalt	District 6 - Off-Season Plant Opening - Each Additional Day	DAY	1000.00	5
7-A		7-A	Asphalt	District 7 - Asphalt Section 401 - Base I	TON		5
7-B		7-B	Asphalt	District 7 - Asphalt Section 401 - 25mm Superpave	TON		5
7-C		7-C	Asphalt	District 7 - Asphalt Section 401 - Base II	TON		5
7-D		7-D	Asphalt	District 7 - Asphalt Section 401 - Patch and Level	TON		5
7-E		7-E	Asphalt	District 7 - Asphalt Section 401 - Wearing IV	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
7-F		7-F	Asphalt	District 7 - Asphalt Section 402 - Wearing IV	TON		5
7-G		7-G	Asphalt	District 7 - Asphalt Section 401 - 19mm Superpave	TON		5
7-H		7-H	Asphalt	District 7 - Asphalt Section 401 - Scratch Course	TON		5
7-I		7-I	Asphalt	District 7 - Asphalt Section 402 - 9.5mm Superpave	TON		5
7-J		7-J	Asphalt	District 7 - Asphalt Section 401 - Wearing 1	TON		5
7-K		7-K	Asphalt	District 7 - Asphalt Section 402 - Wearing 1	TON		5
7-L		7-L	Asphalt	District 7 - Asphalt Section 401 - 4.75mm Superpave	TON		5
7-M		7-M	Asphalt	District 7 - Asphalt Section 402 - 4.75mm Superpave	TON		5
7-N		7-N	Asphalt	District 7 - Asphalt Section 401 - Wearing III	TON		5
7-O		7-O	Asphalt	District 7 - Asphalt Section 402 - Wearing III	TON		5
7-OA		7-OA	Asphalt	District 7 - Asphalt Section 401 - 12.5mm Superpave	TON		5
7-OB		7-OB	Asphalt	District 7 - Asphalt Section 402 - 12.5mm Superpave	TON		5
7-P		7-P	Asphalt	District 7 - Asphalt Plant Run	TON		5
7-Q		7-Q	Asphalt	District 7 - Surcharge for PG Binder - 70 minus 22	TON		5
7-R		7-R	Asphalt	District 7 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
7-AQ1		7-AQ1	Asphalt	District 7 - Off-Season Plant Opening - First Day	DAY		5
7-AQ2		7-AQ2	Asphalt	District 7 - Off-Season Plant Opening - Each Additional Day	DAY		5
8-A		8-A	Asphalt	District 8 - Asphalt Section 401 - Base I	TON		5
8-B		8-B	Asphalt	District 8 - Asphalt Section 401 - 25mm Superpave	TON		5
8-C		8-C	Asphalt	District 8 - Asphalt Section 401 - Base II	TON		5
8-D		8-D	Asphalt	District 8 - Asphalt Section 401 - Patch and Level	TON		5
8-E		8-E	Asphalt	District 8 - Asphalt Section 401 - Wearing IV	TON		5
8-F		8-F	Asphalt	District 8 - Asphalt Section 402 - Wearing IV	TON		5
8-G		8-G	Asphalt	District 8 - Asphalt Section 401 - 19mm Superpave	TON		5
8-H		8-H	Asphalt	District 8 - Asphalt Section 401 - Scratch Course	TON		5
8-I		8-I	Asphalt	District 8 - Asphalt Section 402 - 9.5mm Superpave	TON		5
8-J		8-J	Asphalt	District 8 - Asphalt Section 401 - Wearing 1	TON		5
8-K		8-K	Asphalt	District 8 - Asphalt Section 402 - Wearing 1	TON		5
8-L		8-L	Asphalt	District 8 - Asphalt Section 401 - 4.75mm Superpave	TON		5
8-M		8-M	Asphalt	District 8 - Asphalt Section 402 - 4.75mm Superpave	TON		5
8-N		8-N	Asphalt	District 8 - Asphalt Section 401 - Wearing III	TON		5
8-O		8-O	Asphalt	District 8 - Asphalt Section 402 - Wearing III	TON		5
8-OA		8-OA	Asphalt	District 8 - Asphalt Section 401 - 12.5mm Superpave	TON		5
8-OB		8-OB	Asphalt	District 8 - Asphalt Section 402 - 12.5mm Superpave	TON		5
8-P		8-P	Asphalt	District 8 - Asphalt Plant Run	TON		5
8-Q		8-Q	Asphalt	District 8 - Surcharge for PG Binder - 70 minus 22	TON		5
8-R		8-R	Asphalt	District 8 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
8-AQ1		8-AQ1	Asphalt	District 8 - Off-Season Plant Opening - First Day	DAY		5
8-AQ2		8-AQ2	Asphalt	District 8 - Off-Season Plant Opening - Each Additional Day	DAY		5
9-A		9-A	Asphalt	District 9 - Asphalt Section 401 - Base I	TON		5
9-B		9-B	Asphalt	District 9 - Asphalt Section 401 - 25mm Superpave	TON		5
9-C		9-C	Asphalt	District 9 - Asphalt Section 401 - Base II	TON		5
9-D		9-D	Asphalt	District 9 - Asphalt Section 401 - Patch and Level	TON		5
9-E		9-E	Asphalt	District 9 - Asphalt Section 401 - Wearing IV	TON		5
9-F		9-F	Asphalt	District 9 - Asphalt Section 402 - Wearing IV	TON		5
9-G		9-G	Asphalt	District 9 - Asphalt Section 401 - 19mm Superpave	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
9-H		9-H	Asphalt	District 9 - Asphalt Section 401 - Scratch Course	TON		5
9-I		9-I	Asphalt	District 9 - Asphalt Section 402 - 9.5mm Superpave	TON		5
9-J		9-J	Asphalt	District 9 - Asphalt Section 401 - Wearing 1	TON		5
9-K		9-K	Asphalt	District 9 - Asphalt Section 402 - Wearing 1	TON		5
9-L		9-L	Asphalt	District 9 - Asphalt Section 401 - 4.75mm Superpave	TON		5
9-M		9-M	Asphalt	District 9 - Asphalt Section 402 - 4.75mm Superpave	TON		5
9-N		9-N	Asphalt	District 9 - Asphalt Section 401 - Wearing III	TON		5
9-O		9-O	Asphalt	District 9 - Asphalt Section 402 - Wearing III	TON		5
9-OA		9-OA	Asphalt	District 9 - Asphalt Section 401 - 12.5mm Superpave	TON		5
9-OB		9-OB	Asphalt	District 9 - Asphalt Section 402 - 12.5mm Superpave	TON		5
9-P		9-P	Asphalt	District 9 - Asphalt Plant Run	TON		5
9-Q		9-Q	Asphalt	District 9 - Surcharge for PG Binder - 70 minus 22	TON		5
9-R		9-R	Asphalt	District 9 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
9-AQ1		9-AQ1	Asphalt	District 9 - Off-Season Plant Opening - First Day	DAY		5
9-AQ2		9-AQ2	Asphalt	District 9 - Off-Season Plant Opening - Each Additional Day	DAY		5
10-A		10-A	Asphalt	District 10 - Asphalt Section 401 - Base I	TON		5
10-B		10-B	Asphalt	District 10 - Asphalt Section 401 - 25mm Superpave	TON		5
10-C		10-C	Asphalt	District 10 - Asphalt Section 401 - Base II	TON		5
10-D		10-D	Asphalt	District 10 - Asphalt Section 401 - Patch and Level	TON		5
10-E		10-E	Asphalt	District 10 - Asphalt Section 401 - Wearing IV	TON		5
10-F		10-F	Asphalt	District 10 - Asphalt Section 402 - Wearing IV	TON		5
10-G		10-G	Asphalt	District 10 - Asphalt Section 401 - 19mm Superpave	TON		5
10-H		10-H	Asphalt	District 10 - Asphalt Section 401 - Scratch Course	TON		5
10-I		10-I	Asphalt	District 10 - Asphalt Section 402 - 9.5mm Superpave	TON		5
10-J		10-J	Asphalt	District 10 - Asphalt Section 401 - Wearing 1	TON		5
10-K		10-K	Asphalt	District 10 - Asphalt Section 402 - Wearing 1	TON		5
10-L		10-L	Asphalt	District 10 - Asphalt Section 401 - 4.75mm Superpave	TON		5
10-M		10-M	Asphalt	District 10 - Asphalt Section 402 - 4.75mm Superpave	TON		5
10-N		10-N	Asphalt	District 10 - Asphalt Section 401 - Wearing III	TON		5
10-O		10-O	Asphalt	District 10 - Asphalt Section 402 - Wearing III	TON		5
10-OA		10-OA	Asphalt	District 10 - Asphalt Section 401 - 12.5mm Superpave	TON		5
10-OB		10-OB	Asphalt	District 10 - Asphalt Section 402 - 12.5mm Superpave	TON		5
10-P		10-P	Asphalt	District 10 - Asphalt Plant Run	TON		5
10-Q		10-Q	Asphalt	District 10 - Surcharge for PG Binder - 70 minus 22	TON		5
10-R		10-R	Asphalt	District 10 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
10-AQ1		10-AQ1	Asphalt	District 10 - Off-Season Plant Opening - First Day	DAY		5
10-AQ2		10-AQ2	Asphalt	District 10 - Off-Season Plant Opening - Each Additional Day	DAY		5

REVISED 1/24/2020

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
1-A		1-A	Asphalt	District 1 - Asphalt Section 401 - Base I	TON		5
1-B		1-B	Asphalt	District 1 - Asphalt Section 401 - 25mm Superpave	TON		5
1-C		1-C	Asphalt	District 1 - Asphalt Section 401 - Base II	TON		5
1-D		1-D	Asphalt	District 1 - Asphalt Section 401 - Patch and Level	TON		5
1-E		1-E	Asphalt	District 1 - Asphalt Section 401 - Wearing IV	TON		5
1-F		1-F	Asphalt	District 1 - Asphalt Section 402 - Wearing IV	TON		5
1-G		1-G	Asphalt	District 1 - Asphalt Section 401 - 19mm Superpave	TON		5
1-H		1-H	Asphalt	District 1 - Asphalt Section 401 - Scratch Course	TON		5
1-I		1-I	Asphalt	District 1 - Asphalt Section 402 - 9.5mm Superpave	TON		5
1-J		1-J	Asphalt	District 1 - Asphalt Section 401 - Wearing 1	TON		5
1-K		1-K	Asphalt	District 1 - Asphalt Section 402 - Wearing 1	TON		5
1-L		1-L	Asphalt	District 1 - Asphalt Section 401 - 4.75mm Superpave	TON		5
1-M		1-M	Asphalt	District 1 - Asphalt Section 402 - 4.75mm Superpave	TON		5
1-N		1-N	Asphalt	District 1 - Asphalt Section 401 - Wearing III	TON		5
1-O		1-O	Asphalt	District 1 - Asphalt Section 402 - Wearing III	TON		5
1-OA		1-OA	Asphalt	District 1 - Asphalt Section 401 - 12.5mm Superpave	TON		5
1-OB		1-OB	Asphalt	District 1 - Asphalt Section 402 - 12.5mm Superpave	TON		5
1-P		1-P	Asphalt	District 1 - Asphalt Plant Run	TON		5
1-Q		1-Q	Asphalt	District 1 - Surcharge for PG Binder - 70 minus 22	TON		5
1-R		1-R	Asphalt	District 1 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
1-AQ1		1-AQ1	Asphalt	District 1 - Off-Season Plant Opening - First Day	DAY		5
1-AQ2		1-AQ2	Asphalt	District 1 - Off-Season Plant Opening - Each Additional Day	DAY		5
2-A		2-A	Asphalt	District 2 - Asphalt Section 401 - Base I	TON		5
2-B		2-B	Asphalt	District 2 - Asphalt Section 401 - 25mm Superpave	TON		5
2-C		2-C	Asphalt	District 2 - Asphalt Section 401 - Base II	TON		5
2-D		2-D	Asphalt	District 2 - Asphalt Section 401 - Patch and Level	TON		5
2-E		2-E	Asphalt	District 2 - Asphalt Section 401 - Wearing IV	TON		5
2-F		2-F	Asphalt	District 2 - Asphalt Section 402 - Wearing IV	TON		5
2-G		2-G	Asphalt	District 2 - Asphalt Section 401 - 19mm Superpave	TON		5
2-H		2-H	Asphalt	District 2 - Asphalt Section 401 - Scratch Course	TON		5
2-I		2-I	Asphalt	District 2 - Asphalt Section 402 - 9.5mm Superpave	TON		5
2-J		2-J	Asphalt	District 2 - Asphalt Section 401 - Wearing 1	TON		5
2-K		2-K	Asphalt	District 2 - Asphalt Section 402 - Wearing 1	TON		5
2-L		2-L	Asphalt	District 2 - Asphalt Section 401 - 4.75mm Superpave	TON		5
2-M		2-M	Asphalt	District 2 - Asphalt Section 402 - 4.75mm Superpave	TON		5
2-N		2-N	Asphalt	District 2 - Asphalt Section 401 - Wearing III	TON		5
2-O		2-O	Asphalt	District 2 - Asphalt Section 402 - Wearing III	TON		5
2-OA		2-OA	Asphalt	District 2 - Asphalt Section 401 - 12.5mm Superpave	TON		5
2-OB		2-OB	Asphalt	District 2 - Asphalt Section 402 - 12.5mm Superpave	TON		5
2-P		2-P	Asphalt	District 2 - Asphalt Plant Run	TON		5
2-Q		2-Q	Asphalt	District 2 - Surcharge for PG Binder - 70 minus 22	TON		5
2-R		2-R	Asphalt	District 2 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
2-AQ1		2-AQ1	Asphalt	District 2 - Off-Season Plant Opening - First Day	DAY		5
2-AQ2		2-AQ2	Asphalt	District 2 - Off-Season Plant Opening - Each Additional Day	DAY		5
3-A		3-A	Asphalt	District 3 - Asphalt Section 401 - Base I	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
3-B		3-B	Asphalt	District 3 - Asphalt Section 401 - 25mm Superpave	TON		5
3-C		3-C	Asphalt	District 3 - Asphalt Section 401 - Base II	TON		5
3-D		3-D	Asphalt	District 3 - Asphalt Section 401 - Patch and Level	TON		5
3-E		3-E	Asphalt	District 3 - Asphalt Section 401 - Wearing IV	TON		5
3-F		3-F	Asphalt	District 3 - Asphalt Section 402 - Wearing IV	TON		5
3-G		3-G	Asphalt	District 3 - Asphalt Section 401 - 19mm Superpave	TON		5
3-H		3-H	Asphalt	District 3 - Asphalt Section 401 - Scratch Course	TON		5
3-I		3-I	Asphalt	District 3 - Asphalt Section 402 - 9.5mm Superpave	TON		5
3-J		3-J	Asphalt	District 3 - Asphalt Section 401 - Wearing 1	TON		5
3-K		3-K	Asphalt	District 3 - Asphalt Section 402 - Wearing 1	TON		5
3-L		3-L	Asphalt	District 3 - Asphalt Section 401 - 4.75mm Superpave	TON		5
3-M		3-M	Asphalt	District 3 - Asphalt Section 402 - 4.75mm Superpave	TON		5
3-N		3-N	Asphalt	District 3 - Asphalt Section 401 - Wearing III	TON		5
3-O		3-O	Asphalt	District 3 - Asphalt Section 402 - Wearing III	TON		5
3-OA		3-OA	Asphalt	District 3 - Asphalt Section 401 - 12.5mm Superpave	TON		5
3-OB		3-OB	Asphalt	District 3 - Asphalt Section 402 - 12.5mm Superpave	TON		5
3-P		3-P	Asphalt	District 3 - Asphalt Plant Run	TON		5
3-Q		3-Q	Asphalt	District 3 - Surcharge for PG Binder - 70 minus 22	TON		5
3-R		3-R	Asphalt	District 3 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
3-AQ1		3-AQ1	Asphalt	District 3 - Off-Season Plant Opening - First Day	DAY		5
3-AQ2		3-AQ2	Asphalt	District 3 - Off-Season Plant Opening - Each Additional Day	DAY		5
4-A		4-A	Asphalt	District 4 - Asphalt Section 401 - Base I	TON		5
4-B		4-B	Asphalt	District 4 - Asphalt Section 401 - 25mm Superpave	TON		5
4-C		4-C	Asphalt	District 4 - Asphalt Section 401 - Base II	TON		5
4-D		4-D	Asphalt	District 4 - Asphalt Section 401 - Patch and Level	TON		5
4-E		4-E	Asphalt	District 4 - Asphalt Section 401 - Wearing IV	TON		5
4-F		4-F	Asphalt	District 4 - Asphalt Section 402 - Wearing IV	TON		5
4-G		4-G	Asphalt	District 4 - Asphalt Section 401 - 19mm Superpave	TON		5
4-H		4-H	Asphalt	District 4 - Asphalt Section 401 - Scratch Course	TON		5
4-I		4-I	Asphalt	District 4 - Asphalt Section 402 - 9.5mm Superpave	TON		5
4-J		4-J	Asphalt	District 4 - Asphalt Section 401 - Wearing 1	TON		5
4-K		4-K	Asphalt	District 4 - Asphalt Section 402 - Wearing 1	TON		5
4-L		4-L	Asphalt	District 4 - Asphalt Section 401 - 4.75mm Superpave	TON		5
4-M		4-M	Asphalt	District 4 - Asphalt Section 402 - 4.75mm Superpave	TON		5
4-N		4-N	Asphalt	District 4 - Asphalt Section 401 - Wearing III	TON		5
4-O		4-O	Asphalt	District 4 - Asphalt Section 402 - Wearing III	TON		5
4-OA		4-OA	Asphalt	District 4 - Asphalt Section 401 - 12.5mm Superpave	TON		5
4-OB		4-OB	Asphalt	District 4 - Asphalt Section 402 - 12.5mm Superpave	TON		5
4-P		4-P	Asphalt	District 4 - Asphalt Plant Run	TON		5
4-Q		4-Q	Asphalt	District 4 - Surcharge for PG Binder - 70 minus 22	TON		5
4-R		4-R	Asphalt	District 4 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
4-AQ1		4-AQ1	Asphalt	District 4 - Off-Season Plant Opening - First Day	DAY		5
4-AQ2		4-AQ2	Asphalt	District 4 - Off-Season Plant Opening - Each Additional Day	DAY		5
5-A		5-A	Asphalt	District 5 - Asphalt Section 401 - Base I	TON		5
5-B		5-B	Asphalt	District 5 - Asphalt Section 401 - 25mm Superpave	TON		5
5-C		5-C	Asphalt	District 5 - Asphalt Section 401 - Base II	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
5-D		5-D	Asphalt	District 5 - Asphalt Section 401 - Patch and Level	TON		5
5-E		5-E	Asphalt	District 5 - Asphalt Section 401 - Wearing IV	TON		5
5-F		5-F	Asphalt	District 5 - Asphalt Section 402 - Wearing IV	TON		5
5-G		5-G	Asphalt	District 5 - Asphalt Section 401 - 19mm Superpave	TON		5
5-H		5-H	Asphalt	District 5 - Asphalt Section 401 - Scratch Course	TON		5
5-I		5-I	Asphalt	District 5 - Asphalt Section 402 - 9.5mm Superpave	TON		5
5-J		5-J	Asphalt	District 5 - Asphalt Section 401 - Wearing 1	TON		5
5-K		5-K	Asphalt	District 5 - Asphalt Section 402 - Wearing 1	TON		5
5-L		5-L	Asphalt	District 5 - Asphalt Section 401 - 4.75mm Superpave	TON		5
5-M		5-M	Asphalt	District 5 - Asphalt Section 402 - 4.75mm Superpave	TON		5
5-N		5-N	Asphalt	District 5 - Asphalt Section 401 - Wearing III	TON		5
5-O		5-O	Asphalt	District 5 - Asphalt Section 402 - Wearing III	TON		5
5-OA		5-OA	Asphalt	District 5 - Asphalt Section 401 - 12.5mm Superpave	TON		5
5-OB		5-OB	Asphalt	District 5 - Asphalt Section 402 - 12.5mm Superpave	TON		5
5-P		5-P	Asphalt	District 5 - Asphalt Plant Run	TON		5
5-Q		5-Q	Asphalt	District 5 - Surcharge for PG Binder - 70 minus 22	TON		5
5-R		5-R	Asphalt	District 5 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
5-AQ1		5-AQ1	Asphalt	District 5 - Off-Season Plant Opening - First Day	DAY		5
5-AQ2		5-AQ2	Asphalt	District 5 - Off-Season Plant Opening - Each Additional Day	DAY		5
6-A	NLS Paving Martins Ferry	6-A	Asphalt	District 6 - Asphalt Section 401 - Base I	TON	57.00	5
6-B	NLS Paving Martins Ferry	6-B	Asphalt	District 6 - Asphalt Section 401 - 25mm Superpave	TON	57.00	5
6-C	NLS Paving Martins Ferry	6-C	Asphalt	District 6 - Asphalt Section 401 - Base II	TON	58.00	5
6-D	NLS Paving Martins Ferry	6-D	Asphalt	District 6 - Asphalt Section 401 - Patch and Level	TON	59.00	5
6-E	NLS Paving Martins Ferry	6-E	Asphalt	District 6 - Asphalt Section 401 - Wearing IV	TON	59.00	5
6-F	NLS Paving Martins Ferry	6-F	Asphalt	District 6 - Asphalt Section 402 - Wearing IV	TON	60.00	5
6-G	NLS Paving Martins Ferry	6-G	Asphalt	District 6 - Asphalt Section 401 - 19mm Superpave	TON	58.00	5
6-H	NLS Paving Martins Ferry	6-H	Asphalt	District 6 - Asphalt Section 401 - Scratch Course	TON	62.00	5
6-I	NLS Paving Martins Ferry	6-I	Asphalt	District 6 - Asphalt Section 402 - 9.5mm Superpave	TON	62.00	5
6-J	NLS Paving Martins Ferry	6-J	Asphalt	District 6 - Asphalt Section 401 - Wearing 1	TON	62.00	5
6-K	NLS Paving Martins Ferry	6-K	Asphalt	District 6 - Asphalt Section 402 - Wearing 1	TON	64.00	5
6-L	NLS Paving Martins Ferry	6-L	Asphalt	District 6 - Asphalt Section 401 - 4.75mm Superpave	TON	70.00	5
6-M	NLS Paving Martins Ferry	6-M	Asphalt	District 6 - Asphalt Section 402 - 4.75mm Superpave	TON	72.00	5
6-N	NLS Paving Martins Ferry	6-N	Asphalt	District 6 - Asphalt Section 401 - Wearing III	TON	70.00	5
6-O	NLS Paving Martins Ferry	6-O	Asphalt	District 6 - Asphalt Section 402 - Wearing III	TON	74.00	5
6-OA	NLS Paving Martins Ferry	6-OA	Asphalt	District 6 - Asphalt Section 401 - 12.5mm Superpave	TON	60.00	5
6-OB	NLS Paving Martins Ferry	6-OB	Asphalt	District 6 - Asphalt Section 402 - 12.5mm Superpave	TON	60.00	5
6-P	NLS Paving Martins Ferry	6-P	Asphalt	District 6 - Asphalt Plant Run	TON	62.00	5
6-Q	NLS Paving Martins Ferry	6-Q	Asphalt	District 6 - Surcharge for PG Binder - 70 minus 22	TON	6.00	5
6-R	NLS Paving Martins Ferry	6-R	Asphalt	District 6 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	8.00	5
6-AQ1	NLS Paving Martins Ferry	6-AQ1	Asphalt	District 6 - Off-Season Plant Opening - First Day	DAY	5000.00	5
6-AQ2	NLS Paving Martins Ferry	6-AQ2	Asphalt	District 6 - Off-Season Plant Opening - Each Additional Day	DAY	1000.00	5
7-A		7-A	Asphalt	District 7 - Asphalt Section 401 - Base I	TON		5
7-B		7-B	Asphalt	District 7 - Asphalt Section 401 - 25mm Superpave	TON		5
7-C		7-C	Asphalt	District 7 - Asphalt Section 401 - Base II	TON		5
7-D		7-D	Asphalt	District 7 - Asphalt Section 401 - Patch and Level	TON		5
7-E		7-E	Asphalt	District 7 - Asphalt Section 401 - Wearing IV	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
7-F		7-F	Asphalt	District 7 - Asphalt Section 402 - Wearing IV	TON		5
7-G		7-G	Asphalt	District 7 - Asphalt Section 401 - 19mm Superpave	TON		5
7-H		7-H	Asphalt	District 7 - Asphalt Section 401 - Scratch Course	TON		5
7-I		7-I	Asphalt	District 7 - Asphalt Section 402 - 9.5mm Superpave	TON		5
7-J		7-J	Asphalt	District 7 - Asphalt Section 401 - Wearing 1	TON		5
7-K		7-K	Asphalt	District 7 - Asphalt Section 402 - Wearing 1	TON		5
7-L		7-L	Asphalt	District 7 - Asphalt Section 401 - 4.75mm Superpave	TON		5
7-M		7-M	Asphalt	District 7 - Asphalt Section 402 - 4.75mm Superpave	TON		5
7-N		7-N	Asphalt	District 7 - Asphalt Section 401 - Wearing III	TON		5
7-O		7-O	Asphalt	District 7 - Asphalt Section 402 - Wearing III	TON		5
7-OA		7-OA	Asphalt	District 7 - Asphalt Section 401 - 12.5mm Superpave	TON		5
7-OB		7-OB	Asphalt	District 7 - Asphalt Section 402 - 12.5mm Superpave	TON		5
7-P		7-P	Asphalt	District 7 - Asphalt Plant Run	TON		5
7-Q		7-Q	Asphalt	District 7 - Surcharge for PG Binder - 70 minus 22	TON		5
7-R		7-R	Asphalt	District 7 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
7-AQ1		7-AQ1	Asphalt	District 7 - Off-Season Plant Opening - First Day	DAY		5
7-AQ2		7-AQ2	Asphalt	District 7 - Off-Season Plant Opening - Each Additional Day	DAY		5
8-A		8-A	Asphalt	District 8 - Asphalt Section 401 - Base I	TON		5
8-B		8-B	Asphalt	District 8 - Asphalt Section 401 - 25mm Superpave	TON		5
8-C		8-C	Asphalt	District 8 - Asphalt Section 401 - Base II	TON		5
8-D		8-D	Asphalt	District 8 - Asphalt Section 401 - Patch and Level	TON		5
8-E		8-E	Asphalt	District 8 - Asphalt Section 401 - Wearing IV	TON		5
8-F		8-F	Asphalt	District 8 - Asphalt Section 402 - Wearing IV	TON		5
8-G		8-G	Asphalt	District 8 - Asphalt Section 401 - 19mm Superpave	TON		5
8-H		8-H	Asphalt	District 8 - Asphalt Section 401 - Scratch Course	TON		5
8-I		8-I	Asphalt	District 8 - Asphalt Section 402 - 9.5mm Superpave	TON		5
8-J		8-J	Asphalt	District 8 - Asphalt Section 401 - Wearing 1	TON		5
8-K		8-K	Asphalt	District 8 - Asphalt Section 402 - Wearing 1	TON		5
8-L		8-L	Asphalt	District 8 - Asphalt Section 401 - 4.75mm Superpave	TON		5
8-M		8-M	Asphalt	District 8 - Asphalt Section 402 - 4.75mm Superpave	TON		5
8-N		8-N	Asphalt	District 8 - Asphalt Section 401 - Wearing III	TON		5
8-O		8-O	Asphalt	District 8 - Asphalt Section 402 - Wearing III	TON		5
8-OA		8-OA	Asphalt	District 8 - Asphalt Section 401 - 12.5mm Superpave	TON		5
8-OB		8-OB	Asphalt	District 8 - Asphalt Section 402 - 12.5mm Superpave	TON		5
8-P		8-P	Asphalt	District 8 - Asphalt Plant Run	TON		5
8-Q		8-Q	Asphalt	District 8 - Surcharge for PG Binder - 70 minus 22	TON		5
8-R		8-R	Asphalt	District 8 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
8-AQ1		8-AQ1	Asphalt	District 8 - Off-Season Plant Opening - First Day	DAY		5
8-AQ2		8-AQ2	Asphalt	District 8 - Off-Season Plant Opening - Each Additional Day	DAY		5
9-A		9-A	Asphalt	District 9 - Asphalt Section 401 - Base I	TON		5
9-B		9-B	Asphalt	District 9 - Asphalt Section 401 - 25mm Superpave	TON		5
9-C		9-C	Asphalt	District 9 - Asphalt Section 401 - Base II	TON		5
9-D		9-D	Asphalt	District 9 - Asphalt Section 401 - Patch and Level	TON		5
9-E		9-E	Asphalt	District 9 - Asphalt Section 401 - Wearing IV	TON		5
9-F		9-F	Asphalt	District 9 - Asphalt Section 402 - Wearing IV	TON		5
9-G		9-G	Asphalt	District 9 - Asphalt Section 401 - 19mm Superpave	TON		5

SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
9-H		9-H	Asphalt	District 9 - Asphalt Section 401 - Scratch Course	TON		5
9-I		9-I	Asphalt	District 9 - Asphalt Section 402 - 9.5mm Superpave	TON		5
9-J		9-J	Asphalt	District 9 - Asphalt Section 401 - Wearing 1	TON		5
9-K		9-K	Asphalt	District 9 - Asphalt Section 402 - Wearing 1	TON		5
9-L		9-L	Asphalt	District 9 - Asphalt Section 401 - 4.75mm Superpave	TON		5
9-M		9-M	Asphalt	District 9 - Asphalt Section 402 - 4.75mm Superpave	TON		5
9-N		9-N	Asphalt	District 9 - Asphalt Section 401 - Wearing III	TON		5
9-O		9-O	Asphalt	District 9 - Asphalt Section 402 - Wearing III	TON		5
9-OA		9-OA	Asphalt	District 9 - Asphalt Section 401 - 12.5mm Superpave	TON		5
9-OB		9-OB	Asphalt	District 9 - Asphalt Section 402 - 12.5mm Superpave	TON		5
9-P		9-P	Asphalt	District 9 - Asphalt Plant Run	TON		5
9-Q		9-Q	Asphalt	District 9 - Surcharge for PG Binder - 70 minus 22	TON		5
9-R		9-R	Asphalt	District 9 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
9-AQ1		9-AQ1	Asphalt	District 9 - Off-Season Plant Opening - First Day	DAY		5
9-AQ2		9-AQ2	Asphalt	District 9 - Off-Season Plant Opening - Each Additional Day	DAY		5
10-A		10-A	Asphalt	District 10 - Asphalt Section 401 - Base I	TON		5
10-B		10-B	Asphalt	District 10 - Asphalt Section 401 - 25mm Superpave	TON		5
10-C		10-C	Asphalt	District 10 - Asphalt Section 401 - Base II	TON		5
10-D		10-D	Asphalt	District 10 - Asphalt Section 401 - Patch and Level	TON		5
10-E		10-E	Asphalt	District 10 - Asphalt Section 401 - Wearing IV	TON		5
10-F		10-F	Asphalt	District 10 - Asphalt Section 402 - Wearing IV	TON		5
10-G		10-G	Asphalt	District 10 - Asphalt Section 401 - 19mm Superpave	TON		5
10-H		10-H	Asphalt	District 10 - Asphalt Section 401 - Scratch Course	TON		5
10-I		10-I	Asphalt	District 10 - Asphalt Section 402 - 9.5mm Superpave	TON		5
10-J		10-J	Asphalt	District 10 - Asphalt Section 401 - Wearing 1	TON		5
10-K		10-K	Asphalt	District 10 - Asphalt Section 402 - Wearing 1	TON		5
10-L		10-L	Asphalt	District 10 - Asphalt Section 401 - 4.75mm Superpave	TON		5
10-M		10-M	Asphalt	District 10 - Asphalt Section 402 - 4.75mm Superpave	TON		5
10-N		10-N	Asphalt	District 10 - Asphalt Section 401 - Wearing III	TON		5
10-O		10-O	Asphalt	District 10 - Asphalt Section 402 - Wearing III	TON		5
10-OA		10-OA	Asphalt	District 10 - Asphalt Section 401 - 12.5mm Superpave	TON		5
10-OB		10-OB	Asphalt	District 10 - Asphalt Section 402 - 12.5mm Superpave	TON		5
10-P		10-P	Asphalt	District 10 - Asphalt Plant Run	TON		5
10-Q		10-Q	Asphalt	District 10 - Surcharge for PG Binder - 70 minus 22	TON		5
10-R		10-R	Asphalt	District 10 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		5
10-AQ1		10-AQ1	Asphalt	District 10 - Off-Season Plant Opening - First Day	DAY		5
10-AQ2		10-AQ2	Asphalt	District 10 - Off-Season Plant Opening - Each Additional Day	DAY		5