



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

Solicitation

NUMBER
6614C023

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK 304-558-2306

V E N D O R	*709050359	304-845-2545
	KLUG BROTHERS INC	
	123 KLUG LN	
	MOUNDSVILLE WV 26041	

S H I P T O	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED BY ORDER

DATE PRINTED
12/18/2013

BID OPENING DATE: 01/15/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		745-28		
TO PROVIDE HOT MIX ASPHALT MATERIAL						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR HOT MIX ASPHALT TO BE USED ON MAINTENANCE AND REPAIR PROJECTS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C023 ***** TOTAL:						
01/14/14 09:50:34AM West Virginia Purchasing Division						
KLUG BROS., INC. 123 KLUG LANE MOUNDSVILLE, WV 26041						

SIGNATURE <i>Mark Klug</i>	TELEPHONE 304-845-2545	DATE 1-15-14
TITLE <i>President</i>	FEIN 550601828	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Klug Bros., Inc.

123 Klug Lane, Moundsville, West Virginia 26041
Phone 304-845-2545 or 845-7982
An Equal Opportunity Employer

January 15, 2014

West Virginia Department of Administration, Purchasing
2019 Washington Street E.
Charleston, West Virginia 25305

Attention: Crystal Rink

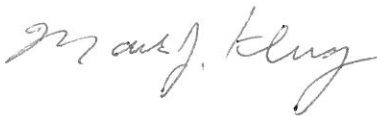
Re: Request for Quotation 6614C023
Hot Mix Asphalt

Ms Rink,

Please find enclosed our bid response to the request for quotation 6614C203, for hot mix asphalt. Since we are quoting pricing for two plant sites, there is included a separate pricing sheet for each plant as is required. One copy of the remaining documents is included.

We appreciate the opportunity to provide our pricing for the materials and associated items. If there are any questions, or should you need any additional information, please let us know.

Best Regards,



Mark J. Klug
Klug Bros., Inc.

Item	Items A - P shall include FOB Vendor's Plant Item Description	Unit of Measure	Cost Per Unit
A	Hot-Mix Asphalt Section 401 - Base I	TON	61.00
B	Hot-Mix Asphalt Section 401 - 37.5mm Superpave	TON	
C	Hot-Mix Asphalt Section 401 - Base II	TON	61.00
D	Hot-Mix Asphalt Section 401 - Patch and Level	TON	61.00
E	Hot-Mix Asphalt Section 401 - Wearing IV	TON	61.00
F	Hot-Mix Asphalt Section 402 - Wearing IV	TON	
G	Hot-Mix Asphalt Section 401 - 19mm Superpave	TON	
H	Hot-Mix Asphalt Section 401 - Scratch Course	TON	68.00
I	Hot-Mix Asphalt Section 402 - 9.5mm Superpave	TON	
J	Hot-Mix Asphalt Section 401 - Wearing I	TON	68.00
K	Hot-Mix Asphalt Section 402 - Wearing I	TON	71.50
L	Hot-Mix Asphalt Section 401 - 4.75mm Superpave	TON	
M	Hot-Mix Asphalt Section 402 - 4.75 mm Superpave	TON	
N	Hot-Mix Asphalt Section 401 - Wearing III	TON	81.75
O	Hot-Mix Asphalt Section 402 - Wearing III	TON	
P	Hot-Mix Asphalt - Plant Run	TON	65.00
Q	Surcharge for PG Binder - 70 minus 22	TON	
R	Surcharge for PG Binder - 76 minus 22 - Ordered in 400 Ton increments	TON	
S	Excavation for Shoulder Paving		
	a) 0-1000	SQ YARD	10.00
	b) 1001-2000	SQ YARD	8.75
	c) 2001-3000	SQ YARD	7.75
	d) 3001 and greater	SQ YARD	6.50
T	Hot-Mix Asphalt Base I Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
U	Hot-Mix Asphalt Base II Shoulder Paving Surcharge		
	a) 0-100	TON	7.00
	b) 101-200	TON	6.50
	c) 201-500	TON	5.75
	d) 501 and greater	TON	5.25
V	Haul by Vendor		
	a) First Ton Mile	MILE	1.85
	b) Each Additional Mile	MILE	0.25
W	Lay Down of Materials - Items A thru O, Each Site		
	a) 0-100	TON	60.00
	b) 101-200	TON	41.00
	c) 201-500	TON	20.00
	d) 501 and greater	TON	7.50

Item	Item Description	Unit of Measure	Cost Per Unit
X	Cleaning and Sweeping	SQ YARD	0.10
Y	Bituminous Material for Tack Coat or Prime Material	GALLON	3.00
Z	Daytime Paving Mobilization	Per Agency Release	700.00
AA	Nighttime Paving Mobilization	Per Agency Release	1,100.00
AB	Off-Season Plant Opening		
	a) First Day	DAY	1,000.00
	b) Each Additional Day	DAY	700.00
AC	Additional Heel-In Joints	LINEAL FOOT	9.75
AD	Skip Paving Surcharge	TON	2.00
AE	Mobilization for Profiling	Per Agency Release	1,800.00
AF	Payment Profiling (Milling)		
	a) Less than 250	SQ YARD	20.00
	b) 251-500	SQ YARD	13.00
	c) 501-1000	SQ YARD	9.00
	d) 1001-2500	SQ YARD	5.00
	e) 2501-5000	SQ YARD	3.25
f) 5001 and greater	SQ YARD	2.00	
AG	Pilot Truck and Driver	PER DAY	475.00
AH	Traffic Control Devices	UNIT	1.40
AI	Flagger	HOUR	55.00
AJ	Arrow Board	DAY	25.00
AK	Milled Rumble Strips	LINEAL FOOT	0.44
AL	Mobilization for Milled Rumble Strips	Per Agency Release	3,800.00
AM	Pavement Repair - Hot Mix Asphalt Base II	TON	294.00
AN	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	3.75
AO	Vendor's Plant Location: SEE NOTE BELOW per Section 6.2.1 of the Contract Specifications		
	Klug Bros., Inc. Plant #1 located at: State Route 2, South Lafayette Avenue, Moundsville, WV		
	(See separate pricing page for plant #2)		

NOTE: 6.2.1.1 For each District bid, if a Vendor will be supplying materials from multiple Plant Locations, separate Pricing Pages must be submitted for each Plant Location bid. No more than one Plant Location will be accepted on a Pricing Page for a particular District. If multiple Plant Locations are submitted on one Pricing Page for a District, the Vendor's multiple Plant Location Pricing Page will be disqualified for that District.

6.2.1.2 Item AO, for each District bid, the Vendor shall provide the Plant Location that will be supplying the materials bid on that Pricing Page. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location bid on the Pricing Page. If the Vendor fails to provide the Plant Location address as requested, the Vendor's bid will be disqualified for that Pricing Page.

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	d) 3001 and greater	SQ YARD	6.50
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	c) 201-500	TON	18.50
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AL	Mobilization for Milled Rumble Strips	Per Agency Release	3,800.00
AM	Pavement Repair - Hot Mix Asphalt Base II	TON	294.00
AN	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	3.75
AO	Vendor's Plant Location: SEE NOTE BELOW per Section 6.2.1 of the Contract Specifications		
	Klug Bros., Inc. Plant #2 located at: Wetzel Street, New Martinsville, WV		
	(See separate pricing page for plant #1)		

NOTE: 6.2.1.1 For each District bid, if a Vendor will be supplying materials from multiple Plant Locations, separate Pricing Pages must be submitted for each Plant Location bid. No more than one Plant Location will be accepted on a Pricing Page for a particular District. If multiple Plant Locations are submitted on one Pricing Page for a District, the Vendor's multiple Plant Location Pricing Page will be disqualified for that District.

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State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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 Charleston, WV 25305-0130

Solicitation

NUMBER
6614C023

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK 304-558-2306

V E N D O R	*709050359	304-845-2545
	KLUG BROTHERS INC	
	123 KLUG LN	
	MOUNDSVILLE WV 26041	

S H I P T O	DIVISION OF HIGHWAYS
	VARIOUS LOCALES AS INDICATED
	BY ORDER

DATE PRINTED
12/20/2013

BID OPENING DATE: 01/15/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
THIS ADDENDUM HAS BEEN ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	1	EA		745-28		
TO PROVIDE HOT MIX ASPHALT MATERIAL						
***** THIS IS THE END OF RFQ 6614C023 ***** TOTAL:						
KLUG BROS., INC. 123 KLUG LANE MOUNDSVILLE, WV 26041						

SIGNATURE <i>Mary Klug</i>	TELEPHONE 304-845-2545	DATE 1-15-14
TITLE <i>President</i>	FEIN 550601828	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: 6614C023

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Vendor is required to accept the State of West Virginia Purchasing Card as payment of goods and services.

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

Terms and Conditions:

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

m.j.k.

ATTACHMENT A

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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

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

- 45. 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.

- 46. 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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C23

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

KLUG BROS., INC.
123 KLUG LANE
MOUNDSVILLE, WV 26041

KLUG BROS., INC.
Company

John Klug (Pm)
Authorized Signature

1-15-14
Date

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

REQUEST FOR QUOTATION
6614C023 Hot Mix Asphalt

11.5 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract manager and his or her contact information below.

KLUG BROS., INC.
123 KLUG LANE
MOUNDSVILLE, WV 26041

Contract Manager: JULIE C. KLUG OR MARK J. KLUG
Telephone Number: 304-845-2545
Fax Number: 304-845-7982
Email Address: MARK@KLUGBROTHERSINC.COM
OR JULIE@KLUGBROTHERSINC.COM

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: KLUG BROS., INC.
123 KLUG LANE

Date: 1-15-14
MOUNDSVILLE, WV 26041

Signed: Mary J. Klug

Title: President

RFQ No. 6614C023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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 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: **KLUG BROS., INC.**
123 KLUG LANE
MOUNDSVILLE, WV 26041

Vendor's Name: _____

Authorized Signature: Mary Klug (Pres) Date: 1-13-14

State of West Virginia

County of MARSHALL, to-wit:

Taken, subscribed, and sworn to before me this 13 day of JANUARY, 2014.

My Commission expires MARCH 25, 2023.



NOTARY PUBLIC [Signature]