



Phone: 724-535-3395
Fax: 724-535-3371
Email: info@youngbloodpaving.com
Address: 2516 S. Route 18, Warpan PA, 16157
www.youngbloodpaving.com

Fax

To: Crystal Rink
Division of Highways Various Locales
As Indicated by Order
From: Candy Youngblood

Fax: 304-558-4115

Pages:

Phone:

6614C027

Re:

Bid submission 2-26-2014 Open end contract for Surface treatment work for use on maintenance and repair projects throughout WV

02/26/14 02:09:32PM
West Virginia Purchasing Division

BID RECEIVED LATE

BUYER Crystal Rink

WITNESS W Fisher

DISQUALIFIED



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

Solicitation

NUMBER
6614C027

PAGE
1

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

ADDRESS

*909143353 724-535-3395
 YOUNGBLOOD PAVING INC
 2516 STATE RT 18
 WAMPUM PA 16157

ADDRESS

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
01/27/2014

BID OPENING DATE: 02/26/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		220-68		
TO FURNISH MATERIAL, EQUIPMENT AND LABOR						
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 SURFACE TREATMENT WORK FOR USE ON MAINTENANCE AND REPAIR PROJECTS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C027 ***** TOTAL:						

02/26/14 02:09:37PM
 West Virginia Purchasing Division

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELS

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening.
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid, No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: Youngblood Paving Inc
 SOLICITATION NO.: 6614027
 BID OPENING DATE: 2-26-14
 BID OPENING TIME: 1:30pm
 FAX NUMBER: 304-558-4115

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: 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 26, 2014 at 1:30 PM EST

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

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

Commercial General Liability Insurance:
\$250,000.00 or more.

Builders Risk Insurance: builders risk - all risk insurance in an amount equal to 100% of the amount of the Contract.

WV DIVISION OF HIGHWAYS
1900 KANAWHA BLVD. EAST
CHARLESTON WV 25305

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. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount Refer to section 8 for late deliveries

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. 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.
- 33. 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.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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. 11

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

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.

52. 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:

- a. 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
- b. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Youngblood Paving Inc.

(Company)

(Authorized Signature)

Larry Youngblood President

(Representative Name, Title)

724-535-3395

724-535-3371

(Phone Number)

(Fax Number)

2-26-2014

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6614C027

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.

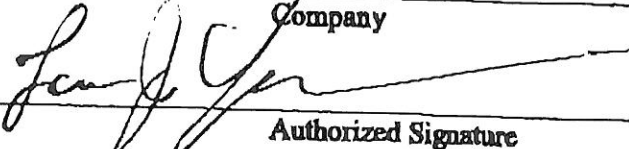
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: none
(Check the box next to each addendum received)

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

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

Youngblood Paving Inc.

Company

Authorized Signature

2-26-2014

Date

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

**REQUEST FOR QUOTATION
6614C027 Surface Treatment**

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end Contract for Surface Treatment work for use on maintenance and repair projects throughout the state of West Virginia.
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" means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as 6614C027.
 - 2.4 "WVDOH" used throughout this RFQ means the West Virginia Division of Highways.
 - 2.5 "Contractor" or "Vendor" used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.6 "Standard Specs" used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications.
3. **GENERAL REQUIREMENTS:**
 - 3.1 The following sections of the Standard Specs shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.23, 108.3, 108.5, 108.6, 108.7, 108.8, 109.1, 109.2, 109.9, 109.10, 109.20 and 401.9.3. Copies attached.

REQUEST FOR QUOTATION
6614C027 Surface Treatment

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- 3.2.3 Maintenance of Traffic:** While undergoing Surface Treatment, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All construction operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH. When Pilot Truck and Driver, Contract Item D, Traffic Control Devices, Contract Item E, Flagger, Contract Item F and/or Arrow Board, Contract Item G are requested by the WVDOH for a project, traffic shall be maintained by the Vendor in accordance with Section 636 of the Standard Specs.

- 3.2.4 Mobilization:** Mobilization will be paid when the Contractor is required to move his equipment from his Equipment Storage Lot location to the WVDOH project site. When the Contractor has multiple projects, mobilization will be paid from project to project or from the Vendor's Equipment Storage Lot location to the project, whichever is less mileage. Mobilization will only be paid one way. Contract Items H and I.
- 3.2.5 Vendor's Equipment Storage Lot:** The Vendor shall provide the 911 address or the most recent physical address of the Equipment Storage Lot that will be used to supply the materials requested on this Contract on the Pricing Page, as Contract Item J. A different Equipment Storage Lot address can be utilized for each District.
- 3.2.6 Aggregate Hauling Surcharge per County:** The Vendor shall provide a per ton cost for aggregate hauling per County bid in a District, Contract Item K. Vendors may bid any or all Counties located in a District. This Contract Item is to fairly compensate the Vendors for hauling aggregate to jobsites that are yet to be determined. The intent is for Vendors to determine the sources of aggregate for each county and to determine their cost to transport that aggregate to a location anywhere within the county being bid. The Vendor may use any distance in that calculation, but it is anticipated that an average distance from the aggregate source to the jobsite will be used. The WVDOH shall use the following formula when calculating the hauling surcharge, converting the per square yard of surface treatment to tons of aggregate required for single, double and triple course treatments:

$$\text{Item A} \times 0.01 + \text{Item B} \times 0.0225 + \text{Item C} \times 0.040 = \text{ton}$$

**REQUEST FOR QUOTATION
6614C027 Surface Treatment**

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Vendor may choose to bid any or all Counties located within such District, Item K.

The Pricing Pages contain 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
crystal.g.rink@wv.gov.

- 6. DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual treatment projects, the WVDOH District Manager will calculate the lowest overall total cost of Contract Item A, B or C, plus any additional cost items required for each project and issue the Agency Release to that Vendor.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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

**REQUEST FOR QUOTATION
6614C027 Surface Treatment**

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9. **LABOR RATES:** All labor rates paid by the Vendor under this Contract must be in compliance with the West Virginia Department of Labor Prevailing Rates, Chapter 21-5A, Series 15, 2006 as stipulated in Section 29 of the General Terms and Conditions.

Vendors may reference the following website:

<http://www.transportation.wv.gov/highways/contractadmin/Pages/default.aspx>. From this site, choose Prevailing Wage Rates. The Vendor should choose Prevailing Wage Worker Classification 2010 for a job class description. The Vendor then should choose Prevailing Wage Rates directing them to the 2013 Heavy and Highway option.

10. **MISCELLANEOUS:**

- 10.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to the RFQ unless a Contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 **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.
- 10.4 **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.
- 10.5 **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.

Contract Manager: Tim Mohney
Telephone Number: 724-814-9663
Fax Number: 724-535-3371
Email Address: Tim.Mohney9@gmail.com

**Pricing
Page**

**Surface Treatment
District 1**

6614C027

No Bid

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
D	Pilot Truck and Driver	DAY	
E	Traffic Control Devices	UNIT	
F	Flagger	HOUR	
G	Arrow Board	DAY	
H	Mobilization for the First Mile	MILE	
I	Mobilization for each Additional Mile	MILE	
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address:		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Boone	TON	
	Clay	TON	
	Kanawha	TON	
	Mason	TON	
	Putnam	TON	

Pricing
Page

Surface Treatment
District 2

6614C027

No BLO

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
D	Pilot Truck and Driver	DAY	
E	Traffic Control Devices	UNIT	
F	Flagger	HOUR	
G	Arrow Board	DAY	
H	Mobilization for the First Mile	MILE	
I	Mobilization for each Additional Mile	MILE	
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address:		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Cabell	TON	
	Lincoln	TON	
	Logan	TON	
	Mingo	TON	
	Wayne	TON	

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Surface Treatment
District 3

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Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	1.55
	b) 25,001 - 75,000	SQ YARD	1.51
	c) 75,001 and greater	SQ YARD	1.47
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.11
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	2.99
	b) 25,001 - 75,000	SQ YARD	2.95
	c) 75,001 and greater	SQ YARD	2.88
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.22
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	4.95
	b) 25,001 - 75,000	SQ YARD	4.80
	c) 75,001 and greater	SQ YARD	4.71
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.35
D	Pilot Truck and Driver	DAY	700.00
E	Traffic Control Devices	UNIT	0.80
F	Flagger	HOURL	60.00
G	Arrow Board	DAY	40.00
H	Mobilization for the First Mile	MILE	500.00
I	Mobilization for each Additional Mile	MILE	10.50
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address: Mar-Zane 1 Industrial Park Drive Benwood, WV 43722		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Calhoun	TON	10
	Jackson	TON	9.8
	Pleasants	TON	9.2
	Ritchie	TON	9.5
	Roane	TON	9.75
	Wirt	TON	7.25
	Wood	TON	5.5

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Surface Treatment
District 4

6614C027

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	1.46
	b) 25,001 - 75,000	SQ YARD	1.41
	c) 75,001 and greater	SQ YARD	1.33
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.11
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	2.85
	b) 25,001 - 75,000	SQ YARD	2.80
	c) 75,001 and greater	SQ YARD	2.72
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.19
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	4.78
	b) 25,001 - 75,000	SQ YARD	4.69
	c) 75,001 and greater	SQ YARD	4.61
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.35
D	Pilot Truck and Driver	DAY	700.00
E	Traffic Control Devices	UNIT	0.80
F	Flagger	HOUR	60.00
G	Arrow Board	DAY	40.00
H	Mobilization for the First Mile	MILE	500.00
I	Mobilization for each Additional Mile	MILE	10.50
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address: Greer Limestone Rt 7 Greer WV		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Doddridge	TON	16.5
	Harrison	TON	12.5
	Marion	TON	9.65
	Monongalia	TON	6.45
	Preston	TON	9.05
	Taylor	TON	8.85

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Surface Treatment
District 5

6614C027

No Bx

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
D	Pilot Truck and Driver	DAY	
E	Traffic Control Devices	UNIT	
F	Flagger	HOUR	
G	Arrow Board	DAY	
H	Mobilization for the First Mile	MILE	
I	Mobilization for each Additional Mile	MILE	
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address:		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Berkeley	TON	
	Grant	TON	
	Hampshire	TON	
	Hardy	TON	
	Jefferson	TON	
	Mineral	TON	
	Morgan	TON	

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Surface Treatment
District 6

6614C027

N/B&D

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1.	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	1.44
	b) 25,001 - 75,000	SQ YARD	1.40
	c) 75,001 and greater	SQ YARD	1.33
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.11
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	2.75
	b) 25,001 - 75,000	SQ YARD	2.72
	c) 75,001 and greater	SQ YARD	2.65
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.22
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	4.61
	b) 25,001 - 75,000	SQ YARD	4.52
	c) 75,001 and greater	SQ YARD	4.44
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	0.31
D	Pilot Truck and Driver	DAY	700.00
E	Traffic Control Devices	UNIT	0.80
F	Flagger	HOUR	60.00
G	Arrow Board	DAY	30.00
H	Mobilization for the First Mile	MILE	500.00
I	Mobilization for each Additional Mile	MILE	10.50
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address: MarZane Asphalt Plant 1 Industrial Park Drive Benwood, WV 43722		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Brooke	TON	6
	Hancock	TON	9.1
	Marshall	TON	4
	Ohio	TON	6
	Tyler	TON	10.7
	Wetzel	TON	10.5

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Surface Treatment
District 7

6614C027

NO BLD

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
D	Pilot Truck and Driver	DAY	
E	Traffic Control Devices	UNIT	
F	Flagger	HOUR	
G	Arrow Board	DAY	
H	Mobilization for the First Mile	MILE	
I	Mobilization for each Additional Mile	MILE	
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address:		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Barbour	TON	
	Braxton	TON	
	Gilmer	TON	
	Lewis	TON	
	Upshur	TON	
	Webster	TON	

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Surface Treatment
District 8

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WCB

Item	Items A, B and C shall include FOB Vendor's Equipment Storage Lot Item Description	Unit of Measure	Cost Per Unit
A-1	Section 405, Surface Treatment, Type B Single		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
A-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
B-1	Section 405, Surface Treatment, Type C Double		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
B-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
C-1	Section 405, Surface Treatment, Type D Triple		
	a) 0 - 25,000	SQ YARD	
	b) 25,001 - 75,000	SQ YARD	
	c) 75,001 and greater	SQ YARD	
C-2	Surcharge for Polymer Modified Cationic Emulsified Asphalt, 705.12	SQ YARD	
D	Pilot Truck and Driver	DAY	
E	Traffic Control Devices	UNIT	
F	Flagger	HOUR	
G	Arrow Board	DAY	
H	Mobilization for the First Mile	MILE	
I	Mobilization for each Additional Mile	MILE	
J	Vendor's Equipment Storage Lot Location - 911 Address or Most Recent Physical Address:		
Item	Item Description	Unit of Measure	Cost Per Unit
K	Aggregate Hauling Surcharge per County		
	Pendleton	TON	
	Pocahontas	TON	
	Randolph	TON	
	Tucker	TON	