



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 238147

Doc Description: Resealing/Restriping of Parking Lot for Rubenstein Center

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-16	2016-09-13 13:30:00	CRFQ 0621 DJS1700000004	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:

Astech Corporation, Inc

WV008876

3400 Falcon Drive

Charleston, WV 25312

304-342-0545

RECEIVED

2016 SEP 13 PM 12:26


WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature  FEIN # 55-0685025 DATE 09-13-2016

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Juvenile Services to establish a one-time construction contract for all labor, materials & associated costs to stripe and seal the parking lot at the Rubenstein Center located at 141 Forestry Camp Road in Davis, WV per the Specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE KENNETH HONEY RUBENSTEIN JUVENILE CENTER 141 FORESTRY CAMP RD DAVIS WV26260 US		AUTHORIZED RECEIVER KENNETH HONEY RUBENSTEIN JUVENILE CENTER 141 FORESTRY CAMP RD DAVIS WV 26260 US	

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
1	Re-Sealing and Re-Striping Parking Lot	1.00000	JOB		\$24,875.00

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description :

Vendor to provide all labor, materials and associated costs to Re-Seal and Re-Stripe parking lot at the Rubenstein Center. Approximately 72,381 total sq.ft.

DJS1700000004	Document Phase Final	Document Description Resealing/Restriping of Parking Lot for Rubenstein Center	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Astech Corporation, Inc
 Contractor's License No. WV008876

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1.DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

REQUEST FOR QUOTATION
Parking Lot Re-Striping/Re-Sealing at Rubenstein Center

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jimmy E. Lucas

Telephone Number: 304-813-7308

Fax Number: 304-342-3972

Email Address: Astech51@hotmail.com

Pricing Page Exhibit A

Qty	Description	TOTAL BID PRICE
1	All materials, labor and any associated costs to stripe and re-seal parking lot at Rubenstein Center	
		Total \$24,875.00
<p><u>Bidder / Vendor Information:</u></p> <p>Name: <u>Astech Corporation, Inc</u></p> <p>Address: <u>3400 Falcon Drive, Charleston, WV 25312</u></p> <p>Phone #: <u>304-342-0545</u></p> <p>E-mail Address: <u>Astech51@hotmail.com</u></p>		

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.

(Name, Title)

Denver Davis, President

(Printed Name and Title)

3400 Falcon Drive Charleston, WV 25312

(Address)

304-342-0545

304-342-3972

(Phone Number) / (Fax Number)

astech51@hotmail.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.

Astech Corporation, Inc

(Company)



Denver Davis, President

(Authorized Signature) (Representative Name, Title)

Denver Davis, President

(Printed Name and Title of Authorized Representative)

09-13-2016

(Date)

304-342-0545

304-342-3972

(Phone Number) (Fax Number)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Astech Corporation, Inc

Authorized Signature: _____ Date: 09-13-2016

State of West Virginia

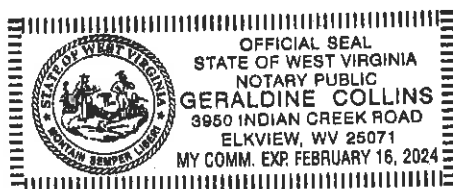
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 13 day of September, 20 16.

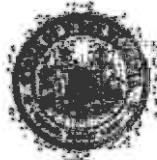
My Commission expires 02-16, 20 24

AFFIX SEAL HERE

NOTARY PUBLIC Geraldine Collins
Purchasing Affidavit (Revised 07/01/2012)



WV-73
Rev. 06/2013



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF WEST VIRGINIA,


COUNTY OF Kanawha, TO-WIT:

I, Denver Davis, after being first duly sworn, depose and state as follows:

1. I am an employee of Astech Corporation, Inc; and,
(Company Name)
2. I do hereby attest that Astech Corporation, Inc
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D.**

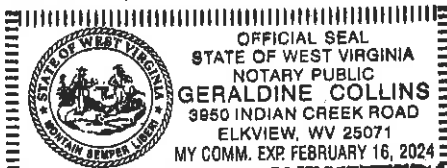
The above statements are sworn to under the penalty of perjury.

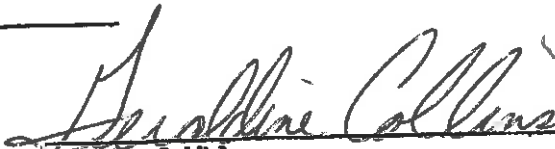
By:  Denver Davis
 Title: President
 Company Name: Astech Corporation, Inc
 Date: 09-13-2016

Taken, subscribed and sworn to before me this 13 day of September, 2016

By Commission expires 02-16-2024

(Seal)




 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, the undersigned, Astech Corporation
of Charleston West Virginia, as Principal, and American Southern Insurance Company
of Reynoldsburg Ohio, a corporation organized and existing under the laws of the State of Kansas
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of One Thousand Four Hundred and No/100 (\$ 1,400.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Re-Seal & Re-Stripe Parking Lot at the Rubenstein Center

NOW THEREFORE

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
13th day of September, 2016

Principal Corporate Seal

Astech Corporation
(Name of Principal)
By Denver Davis (Must be President or Vice President)
President
(Title)

Surety Corporate Seal

American Southern Insurance Company
(Name of Surety)
Andrew C. Heaner
Attorney-in-Fact
Andrew C. Heaner

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; or Kelley E.M. Nys of Decatur, Georgia, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 3rd day of February, 2016.

Attest: 
Gail A. Lee, Secretary

American Southern Insurance Company
By: 
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 3rd day of February, 2016, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court, that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

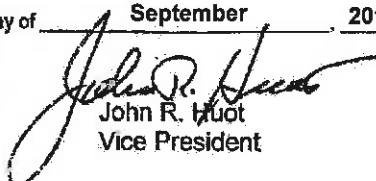

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

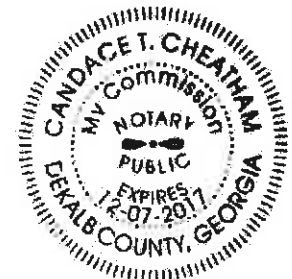
STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 13th day of September 2016.

Power No. **40821**


John R. Huot
Vice President



American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

As of December 31, 2015

ASSETS		LIABILITIES	
Bonds	\$71,616,067	Reserve for Losses and Loss Expense	\$39,561,274
Stocks	19,489,655	Reserve for Unearned Premiums	21,763,080
Cash & Short-Term Investments	5,038,335	Reserve for Expenses, Taxes, Licenses and Fees	5,669,998
Agents Balances	8,738,334	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	3,974,780	Other Liabilities	3,281,309
		Total Liabilities	\$70,548,864
		POLICYHOLDERS'S SURPLUS	
		Capital Stock	3,000,000
		Surplus	35,308,307
		Total Policy holders' Surplus	38,308,307
Total Assets	\$108,857,171	Total Liabilities and Policyholders' Surplus	\$108,857,171

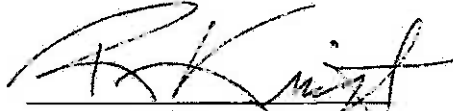
Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.



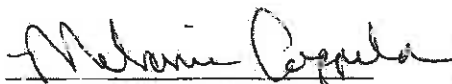
President



Chief Financial Officer

State of Georgia
County of Fulton

On the 7th day of March 2016, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.



Melonie Coppola, Notary Public
My Commission Expires, May 17, 2018



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DJS17*4

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.

Astech Corporation, Inc

Company

Authorized Signature

09-13-2016

Date

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