



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

State of West Virginia  
 Request for Quotation  
 07 - Chemicals

Proc Folder: 323513

Doc Description: PAVEPRO (or EQUAL) ASPHALT SOLVENT

Proc Type: Central Master Agreement

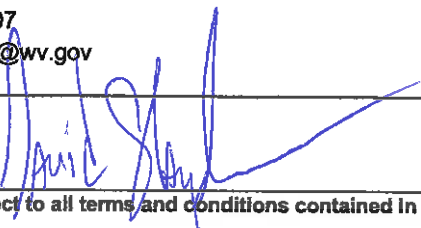
Date Issued	Solicitation Closes	Solicitation No	Version
2017-04-24	2017-05-16 13:30:00	CRFQ 0803 DOT1700000079	1

**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: Rhomar Industries, Inc.  
 2107 E Rockhurst St.  
 Springfield MO 65802  
 417-866-5592

5/12/17 10:19:59  
 Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**  
 Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X 

FEIN # 43-1534807 DATE 5-11-2017

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 the West Virginia Division of Highways (WVDOH), District Five (D-5), to establish an open-end contract for PAVEPRO (or EQUAL) ASPHALT SOLVENT per attached documents.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	275-GALLON TOTE (each) OF PAVEPRO OR EQUAL	8.00000	EA	9061.25	72490.00

Comm Code	Manufacturer	Specification	Model #
30121600			

**Extended Description :**

PAVEPRO or EQUAL Asphalt Solvent supplied in 275-gallon tote (each).

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	55-GALLON DRUM OF PAVEPRO OR EQUAL	20.00000	DRUM	1812.25	36245.00

Comm Code	Manufacturer	Specification	Model #
30121600			

**Extended Description :**

PAVEPRO or EQUAL Asphalt Solvent supplied in 55-gallon drum.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	5-GALLON PAIL OF PAVEPRO OR EQUAL	20.00000	PAIL	169.75 20 pail minimum	3395.00

Comm Code	Manufacturer	Specification	Model #
30121600			

Extended Description :  
PAVEPRO or EQUAL Asphalt Solvent supplied in 5-gallon pail.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
2	Technical Questions due by:	2017-05-02

<b>DOT1700000079</b>	<b>Document Phase</b> Final	<b>Document Description</b> PAVEPRO (or EQUAL) ASPHALT SOLVENT	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **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.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **May 02, 2017**

Submit Questions to: Mark Atkins, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: PAVEPRO or Equal Asphalt Solvent  
BUYER: Mark Atkins, File#33  
SOLICITATION NO.: CRFQ 0803 DOT1700000079  
BID OPENING DATE: May 16, 2017  
BID OPENING TIME: 1:30pm EST  
FAX NUMBER: 304-558-3970

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: May 16, 2017 @ 1:30pm 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.

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

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

**15. PREFERENCE:** Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.



**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be 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 delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for N/A

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.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. 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.

**15. 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.



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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

Revised 04/07/2017

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. 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.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**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.

David Slayden General Manager  
(Name, Title)  
David Slayden, General Manager  
2107 E Rockhurst St. Springfield MO 65802  
(Printed Name and Title)  
417-866-5592 417-866-5593  
(Address)  
(Phone Number) / (Fax Number)  
  
(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.

Rhomar Industries, Inc.  
(Company)  
David Slayden David Slayden General Manager  
(Authorized Signature) (Representative Name, Title)

David Slayden, General Manager  
(Printed Name and Title of Authorized Representative)

05-10-2017  
(Date)

417-866-5592 417-866-5593  
(Phone Number) (Fax Number)



CRFQ 0803 DOT1700000079  
REQUEST FOR QUOTATION  
PAVEPRO or Equal – ASPHALT SOLVENT

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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 (WVDOH), District Five (D-5), to establish an open-end contract for PAVEPRO (or EQUAL) ASPHALT SOLVENT.
  
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 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **PAVEPRO Asphalt Solvent, or Equal, supplied in 275-gallon tote.**
      - 3.1.1.1 Must be 100% biodegradable.
      - 3.1.1.2 Must not be noxious.
      - 3.1.1.3 Must emulsify when mixed with water.
      - 3.1.1.4 Must not be reactive under normal conditions.
      - 3.1.1.5 Must prevent asphalt and tack oil from sticking onto hand tools, rakes, lutes, shovels and more.
      - 3.1.1.6 Must remain stable under recommended storage conditions.

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**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in a Unit Price for each requested item. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy (Excel format) of the Pricing Pages for bid purposes by sending an email request to the following address [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

The Excel page has been formatted to calculate the total bid upon entering the Unit Price for each commodity line. Vendor is responsible to ensure that all calculations for their bid is correct before submitting.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 5 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's locations (Please see **Exhibit B**). Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

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

**7. VENDOR DEFAULT:**

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

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

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

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

**Contract Manager:** David Slayden  
**Telephone Number:** 417-866-5592  
**Fax Number:** 417-866-5593  
**Email Address:** sales@rhomar.com

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 PAVEPRO ASPHALT SOLVENT, OR EQUAL - 05170235

EXHIBIT\_A PRICING PAGE

CRFQ 0803 DOT1700000079

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Cost	Extended Amount
1	8	Tote (each)	275-Gallon tote of PAVEPRO, or equal	\$32.95 per gal - \$9061.25 per tote	\$72,490.00
2	20	Drum	55-Gallon drum of PAVEPRO, or equal	\$32.95 per gal - \$1,812.25 per drum	\$36,245.00
3	20	Pail	5-Gallon pail of PAVEPRO, or equal	\$33.95 per gal - \$169.75 per bucket (20 pail minimum)	\$3,395.00
<b>GRAND TOTAL</b>					<b>\$ 112,130.00</b>

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REQUEST FOR QUOTATION  
PAVEPRO ASPHALT SOLVENT – OR EQUAL  
**DELIVERY LOCATIONS**

**EXHIBIT B**

- 0502 – BERKELEY COUNTY HEADQUARTERS  
1867 ROCK CLIFF DRIVE  
MARTINSBURG, WV 25401
- 0512 - GRANT COUNTY HEADQUARTERS  
2599 NORTH FORK HIGHWAY  
PETERSBURG, WV 26847
- 0514 - HAMPSHIRE COUNTY HEADQUARTERS  
56 DOH DRIVE  
ROMNEY, WV 25757
- 0516 – HARDY COUNTY HEADQUARTERS  
2104 STATE ROUTE 55  
MOOREFIELD, WV 26836
- 0519 – JEFFERSON COUNTY HEADQUARTERS  
1301 LEETOWN PIKE  
KEARNEYSVILLE, WV 25430
- 0529 – MINERAL COUNTY HEADQUARTERS  
10800 NORTHWESTERN TURNPIKE  
NEW CREEK, WV 26743
- 0533 – MORGAN COUNTY HEADQUARTERS  
166 DOH LANE  
BERKELEY SPRINGS, WV 25411

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:**

Vendor's Name: Rhomar Industries, Inc.

Authorized Signature: *David Boyd* Date: 5/10/2017

State of Missouri

County of Greene, to-wit:

Taken, subscribed, and sworn to before me this 10 day of May, 2017.

My Commission expires April 25, 2019, 2019.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Peggy J. Forrester*  
*Purchasing Affidavit (Revised 08/01/2015)*



PEGGY J. FORRESTER  
My Commission Expires  
April 25, 2019  
Christian County  
Commission #15450608



# PAVE-SAFE™

## High Flash - Low VOC Asphalt Emulsifier

### NEW SOLUTION SOLVES FLASH AND V.O.C. PROBLEMS!!



**PAVE-SAFE™** is perfect for City Street Departments that pave and need to stay in compliance.



County Highway Departments love **PAVE-SAFE™** because it's perfect for the jobs they do.



**PAVE-SAFE™** is used by Asphalt Producers to lower the flash risk at their plants.

Many D.O.T.'s, Municipalities, Military Bases and Asphalt Contractors are feeling the pinch of E.P.A. mandates to eliminate the use of flammable or high V.O.C. solvents.

Finding a suitable replacement that meets all the environmental requirements has proven to be a major headache. Soap based products while safe, simply do not work and petroleum blends or citrus products, are highly flammable or emit too many volatile organic compounds.

New **PAVE-SAFE™ High Flash and Low V.O.C. Asphalt Emulsifier** absolutely solves this problem for you! With a remarkably high flash point that's over 140°F and V.O.C.'s below 5%, **PAVE-SAFE™** gives you the environmental compliance protection you need, plus it safely melts away asphalt, road oil, heavy grease, dirt and soil accumulations.

Use new **PAVE-SAFE™** to **SAFELY** remove asphalt and road oil spills, splatters and buildups, plus you enjoy the following benefits:

- **DUEL ACTION** - melts away asphalt and road oils, plus it prevents their adhesion!
- **SAFE** - gives you both V.O.C. and flash compliance!
- **REDUCES** - your risk of environmental fines!
- **BIODEGRADABLE** - will not contaminate the soil!
- **AMAZING ACTION** - emulsifies tough asphalt and road oil accumulations from your vehicles, pavers, distributors and cones!
- **FREE RINSING** - leaves no gummy residue!

If you pave or produce asphalt and have flash or V.O.C. concerns, you owe it to yourself to experience the remarkable difference of new **PAVE-SAFE™** in your operation!



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# FREQUENTLY ASKED QUESTIONS ABOUT PAVE-SAFE™



**PAVE-SAFE™** can handle the big jobs!



**PAVE-SAFE™** can handle the smaller jobs!



**PAVE-SAFE™** can handle the cold planting jobs!



**PAVE-SAFE™** can handle the patching jobs!



**PAVE-SAFE™** can handle the specialty jobs!

## Why was **PAVE-SAFE™** developed?

**PAVE-SAFE™** was developed to offer an effective and safe alternative to solvents with high V.O.C.'s or low flash points, such as citrus or petroleum solvents. Even though you need to leave **PAVE-SAFE™** on longer than **RHOMA-SOL™** before you flush off the deposits, the results are remarkable and safe!

## Where can I use new **PAVE-SAFE™**?

You can use **PAVE-SAFE™** to clean asphalt, road oil, heavy grease, dirt and soil from equipment, shops, vehicles, tools, floors and a multitude of other surfaces.

## Who uses **PAVE-SAFE™**?

**PAVE-SAFE™** is used nationwide by D.O.T.'s, County and Municipal Highway Departments, Paving Contractors, Military Maintenance Facilities, Airports, Park and Recreation Departments, and even Building and Grounds Facilities.

## How safe is **PAVE-SAFE™**?

**PAVE-SAFE™** is biodegradable, has less than 5% V.O.C.'s, a flash point above 140°F, is non-toxic and dielectric!

## What will **PAVE-SAFE™** remove?

**PAVE-SAFE™** is designed specifically for removing asphalt and road oils, but also is extremely remarkable at emulsifying heavy grease, oil, adhesive, exhaust film, rubber tire marks, inks, dirt and soil!

## How do I apply **PAVE-SAFE™**?

**PAVE-SAFE™** is best applied with either RHOMAR's "Heavy Duty" Metal or the Rugged "Big Mouth" **PUBLIC WORKS APPLICATORS**. New **PAVE-SAFE™** is most effective when applied and given 15 to 20 minutes retention time to dissolve the asphalt deposit

## Can I dilute **PAVE-SAFE™**?

Yes, **PAVE-SAFE™** can be diluted, but for best results, please follow these general guidelines:

1. **ASPHALT and ROAD OIL** - **PAVE-SAFE™** should be applied full strength.
2. **HEAVY GREASE, DIRT and SOIL** - **PAVE-SAFE™** can be diluted with water depending on the type and severity of the accumulation.

To place your order for **PAVE-SAFE™** or for more information

**CALL TODAY!! TOLL FREE!!**  
**1-800-688-6221**

Visit us on the web @ [www.rhomar.com](http://www.rhomar.com)

**Incompatible Materials**

Strong oxidizers, alkali chemicals and acidic chemicals

**Hazardous Decomposition Products**

Oxides of carbon (COx)

**SECTION 11: TOXICOLOGICAL INFORMATION**

**Information on Likely Routes of Exposure**

**Product Information**

Inhalation: Not a normal route of entry.

Eye Contact: May cause eye irritation.

Skin Contact: May cause skin irritation.

Ingestion: No significant adverse effects are expected upon ingestion of the product.

Chemical Name	CAS #	Oral LD50	Dermal LD50
2-Ethyl Hexanol EO-PO	9016-45-9	>2,000 mg/kg (Rat)	>2,000 mg/kg (Rat)

**Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure**

None Known

**Carcinogenicity:** None of the components of this mixture are considered to be a carcinogen by IARC, NTP or OSHA.

**SECTION 16: OTHER INFORMATION**

**NFPA Ratings:**

Health: 1  
 Flammability: 1  
 Reactivity: 0

**HMIS Ratings:**

Health: 1  
 Flammability: 1  
 Reactivity: 0

The information herein is presented in good faith and believed to be correct as of the date hereof. However, the manufacturer makes no representation as to the completeness and accuracy thereof. Users must make their own determination as to the suitability of the product for their purposes prior to use.

No representations or warranty's, either express or implied of merchantability, fitness for a particular purpose or of any other nature with respect to the product or to the information herein is made hereunder. The manufacturer shall in no event be responsible for any damages of whatsoever nature directly or indirectly resulting from the publication or use of or reliance upon information contained herein.

**SECTION 7: HANDLING AND STORAGE****Precautions for Safe Handling****Advice on Safe Handling**

Ensure good ventilation/exhaustion at the workplace. Prevent formation of aerosols.

**Conditions for Safe Storage, Including any Incompatibilities****Storage Conditions**

Store in cool, dry, well ventilated area away from direct sunlight and any incompatible materials. Keep receptacle tightly sealed.

**SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION****Exposure Guidelines****Appropriate Engineering Controls**

Engineering Controls: Provide adequate ventilation.

**Individual Protection Measures, such as Personal Protective Equipment**

Eye/Face Protection: Safety goggles or safety glasses.

Skin and Body Protection: Impervious gloves.

Respiratory Protection: Under normal conditions, respirator is not normally required.

General Hygiene Considerations: Handle in accordance with good industrial hygiene and safety practice.

**SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES****Information on Basic Physical and Chemical Properties**

Physical State	Liquid		
Color	Light Yellow		
pH	6.5-7	Melting Point/Freezing Point	Not determined
Boiling Point/Boiling Range	>664°F @ 760mm Hg	Flash Point	>266°F (PMCC)
Evaporation Rate	Not determined	Flammability (Solid, Gas)	Not applicable
Upper Flammable Limits	Not applicable	Lower Flammable Limits	Not applicable
Vapor Pressure	0.38psi @ 68°F	Vapor Density	Not determined
Density	0.88 g/cm <sup>3</sup> @ 68°F	Water Solubility	Insoluble
Partition Coefficient	Not determined	Autoignition Temperature	Not self-igniting
Decomposition Temperature	Not determined	Kinematic Viscosity	Not determined
Dynamic Viscosity	Not determined	Explosive Properties	Not determined
Odor Threshold	Not determined	Odor	Light vegetable oil

**SECTION 10: STABILITY AND REACTIVITY****Reactivity**

No data available

**Chemical Stability**

Stable under normal conditions

**Possibility of Hazardous Reactions**

None known

**Conditions to Avoid**

Avoid strong oxidizers, acids and alkalis

**SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS****Mixture**

Mixture of substances listed below with nonhazardous additions.

Name	CAS #	Weight %
Methyl ester	67784-80-9	95-99
2-Ethyl Hexanol EO-PO	64366-70-7	1-5

Any concentration shown as a range is to protect confidentiality or is due to process variation.

**SECTION 4: FIRST-AID MEASURES****First Aid Measures**

**Inhalation:** Not a normal route of entry.

**Eye Contact:** Rinse opened eye for at least 15 minutes under running water. If symptoms persist, consult a doctor.

**Ingestion:** Call a doctor if irritation or symptoms develop.

**Skin Contact:** If irritation occurs, wash area with soap and water.

**Most Important Symptoms and Effects, both Acute and Delayed Symptoms**

May cause skin and eye irritation.

**Indication of any Immediate Medical Attention and Special Treatment Needed**

No data available.

**SECTION 5: FIRE-FIGHTING MEASURES****Suitable Extinguishing Media**

Use fire fighting measures that suit the environment.

**Unsuitable Extinguishing Media**

Not determined.

**Specific Hazards Arising from the Chemical**

Rags soaked with any solvent present a fire hazard and should always be stored in UL listed or factory mutual approved, covered containers. Improperly stored rags can create conditions that lead to oxidation. Oxidation, under certain condition can lead to spontaneous combustion. This product contains antioxidants to retard oxidation.

**Protective Equipment and Precautions for Firefighters**

Treat as oil fire. As in any fire, wear self-contained breathing apparatus pressure-demand, NIOSH approved or equivalent, and full protective gear to prevent contact with skin and eyes.

**SECTION 6: ACCIDENTAL RELEASE MEASURES****Personal Precautions, Protective Equipment and Emergency Procedures**

**Personal Precautions:** Wear protective equipment. Keep unprotected persons away.

**Environmental Precautions:** Inform respective authorities in case of seepage into water course or sewage system. Do not allow to enter sewers/surface or ground water.

**Methods and Material for Containment and Cleaning Up**

Absorb with liquid-binding material (ie. sand, diatomite, acid binders, universal binders, sawdust). Ensure adequate ventilation. Dispose of the collected material according to regulations.



# PAVE-SAFE™

## Safety Data Sheet

www.rhomar.com

Prepared Date: 5/16/2015

Print Date: 8/27/2015

Revision: 9

### SECTION 1: IDENTIFICATION

#### Product Identifier

Product Name	Product Form	Product Code
PAVE-SAFE™	Liquid	RH-750

**Relevant identified uses of the substance or mixture:**  
Specialty cleaner for removing tar, asphalt, etc.

#### Details of the supplier of the safety data sheet

Rhomar Industries, Inc.  
2107 E. Rockhurst St.  
Springfield, MO 65802 USA  
T 417-866-5592; F 417-866-5593  
solutions@rhomar.com

**Emergency telephone number**  
1-800-535-5053

### SECTION 2: HAZARDS IDENTIFICATION

#### Classification:

Skin irritation (Category 2)  
Eye Irritation (Category 2B)



**Warning**

#### Hazard Statements:

May cause skin and eye irritation.

#### Precautionary Statements

##### Prevention:

Wear protective gloves and safety glasses as needed.  
Wash thoroughly after handling.

##### Response:

**Eye Contact:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do and continue rinsing. If eye irritation persists, get medical advice/attention.

**Skin Contact:** Wash with plenty of water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs, get medical advice /attention.

**Ingestion:** No need for first aid is anticipated if material is swallowed.

##### Storage:

Store in a cool, dry, well ventilated area away from direct sunlight and any incompatible materials. Keep container tightly sealed.

##### Disposal:

Dispose of contents/container in accordance with federal, state and/or local requirements.



# PAVE-SAFE™

## HIGH FLASH - LOW VOC ASPHALT EMULSIFIER



**DESCRIPTION:** PAVE-SAFE™ high flash - low VOC asphalt emulsifier is an advanced formulation used by State, County, City Road Departments and Contractors to address today's safety and environmental regulations. PAVE-SAFE™ with its > 300°F high flash, dissolves asphalt and road oils without the use of hazardous solvents. PAVE-SAFE™ is a thixotropic formula, that allows more hang time, aiding in its ability to dissolve the glue molecule, which allows asphalt to adhere to your equipment.

**USES:** PAVE-SAFE™ is the product of choice for removing bituminous deposits of asphalt and road oils from your expensive vehicles, trucks, paving equipment, distributors, truck beds, pothole patchers, shovels, rakes and tools. You can also apply PAVE-SAFE™ to your truck beds, shovels and chutes of your pothole patcher to keep the asphalt from sticking and causing you time-consuming delays.

**METHOD OF APPLICATION:** Applying PAVE-SAFE™ is quick and easy with RHOMAR's Heavy Duty Public Works Applicator! The Heavy Duty Public Works Applicator, with its unique T-JET nozzle and viton seals, gives you a proper application every time without wasting product.

**LIGHT ASPHALT REMOVAL:** For removal of spills, splatters and oversprays on your vehicles and equipment, just spray a light coating of PAVE-SAFE™ onto deposits and let sit for one (1) to five (5) minutes, then pressure wash or steam clean deposits away.

**HEAVY ASPHALT REMOVAL:** for removal of heavy deposits, like those found on spray bars, distributors and under fender wells of trucks. spray PAVE-SAFE™ liberally onto deposits and let sit for fifteen (15) to twenty (20) minutes, then pressure wash or steam clean deposits away.

**APPLICATION NOTE:** PAVE-SAFE™ is safe on most painted surfaces, however always test PAVE-SAFE™ in an inconspicuous spot, prior to usage, for evidence of safety on finish. This makes PAVE-SAFE™ ideal for vehicle cleanup. DO NOT spray PAVE-SAFE™ onto Plexiglas or plastic parking light lenses as it will dull the finish.

- **DISSOLVES**  
Asphalt and road oils on contact!
- **SAFE**  
Flash point > 300°F!
- **LOW VOC's**  
Plus 100% biodegradable!
- **CLEANS & PROTECTS**  
Rakes, shovels and tools!
- **EFFECTIVE ALTERNATIVE**  
To diesel and flammable solvents!
- **SIMPLY PUT, IT WORKS!!**

Sold Exclusively By:  
**RHOMAR Industries Inc.**  
2107 E Rockhurst St  
Springfield MO 65802 USA

NET CONTENTS: 55 Gallons

**ALLIED AREAS OF USE:** PAVE-SAFE™ is also amazing for the following jobs: Decal adhesive removal, degreasing engine parts, releasing concrete molds and removal of stubborn grease and oil deposits on concrete floors.



**WARNING**

**HAZARDS IDENTIFICATION:**  
May cause skin and eye irritation.

**PREVENTION:**  
Wear protective gloves and safety glasses as needed. Wash thoroughly after handling.

**RESPONSE:**  
**SKIN:** Wash with plenty of water. Take off contaminated clothing and wash before reuse. If skin irritation occurs, get medical attention.

**EYES:** Rinse cautiously with water for several minutes. Remove contact lenses and continue rinsing. If eye irritation persists, get medical attention.

**INGESTION:** No need for first aid is anticipated if material is swallowed.

**STORAGE:** Store in a cool, dry, well-ventilated place away from direct sunlight and any incompatible materials. Keep container tightly closed.

**DISPOSAL:** Dispose of contents/container in accordance with local, regional, national and international regulations.

The recommendations and statements contained herein for use of our products are based on reliable tests, but are not construed as guarantee or warranty either expressed or implied. RHOMAR Industries, Inc. will not be held liable under any circumstances or conditions; either expressed or implied damage in excess of the purchase price of product.

### TO REORDER

VISA, MASTER CARD, AND AMERICAN EXPRESS ACCEPTED

## 1-800-688-6221

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