



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

# Request for Quotation

RFQ NUMBER
LOT465

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

LOTTERY COMMISSION  
 900 PENNSYLVANIA AVE  
 CHARLESTON, WV  
 25302 304-558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2010				

BID OPENING DATE: 10/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-68		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS TO THOROUGHLY CLEAN, REPAIR, SEAL AND STRIPE THE PARKING LOT AND PARKING GARAGE GROUND LEVEL AND TOP DECK AT 900 PENNSYLVANIA AVENUE PER THE ATTACHED SPECIFICATIONS.</p> <p>PAVING: DRIVEWAYS, PARKING LOTS, TENNIS COURTS</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 10/05/2010 AT 10:00 AM IN THE LOBBY AT 900 PENNSYLVANIA AVENUE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 10/07/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p>						

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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**4**

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,</p>						

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<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p>						

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6

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<p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1                      .....</p> <p>NO. 2                      .....</p> <p>NO. 3                      .....</p> <p>NO. 4                      .....</p> <p>NO. 5                      .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p>						

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<b>CONTRACTORS LICENSE</b>						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: .....						
CONTRACTORS LICENSE NO.: .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
<b>APPLICABLE LAW</b>						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS						

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BID OPENING DATE: **10/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <span style="float: right;">SHELLY MURRAY</span></p> <p>REQ. NO.: <span style="float: right;">LOT465</span></p> <p>BID OPENING DATE: <span style="float: right;">10/26/2010</span></p> <p>BID OPENING TIME: <span style="float: right;">1:30 PM</span></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**LOT465**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**LOTTERY COMMISSION  
 900 PENNSYLVANIA AVE  
 CHARLESTON, WV  
 25302 304-558-0500**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2010				

BID OPENING DATE: **10/26/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ LOT465 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

## WEST VIRGINIA LOTTERY

### REQUEST FOR QUOTATION **LOT465**

#### **I. INTRODUCTION**

The West Virginia Lottery ("the Lottery"), created by the Legislature in 1985, is an agency in the Department of Revenue of state government. In accordance with statute and the Department of Administration Purchasing Division procurement policies, contracts of \$25,000 or more are subject to formal competitive bidding.

The Lottery is seeking quotations to thoroughly clean, repair, seal and stripe parking lot and parking garage ground level and top decks at 900 Pennsylvania Avenue, Charleston, West Virginia to include but not limited to materials, labor, and equipment to complete the work.

The Lottery will host a vendor pre-bid conference on 10/05/2010 at 10:00 AM in the lobby at this location. Attendance is mandatory for all vendors intending to submit a bid.

Contact with Lottery personnel in connection with this RFQ may not be made other than as specified in this RFQ. Unauthorized contact of any Lottery personnel may be cause for rejection of a bid.

#### **II. GENERAL INFORMATION**

This document is a Request for Quotation ("RFQ") to thoroughly clean, repair, seal and stripe parking lot and parking garage ground level deck and top deck at 900 Pennsylvania Avenue, Charleston, West Virginia, consisting of approximately 80,355 square feet parking lot with 23,000 square feet top garage deck for a total of 103,355 square feet. There are approximately 495 linear feet of cracks to be filled and approximately 250 square feet of patching. Top deck of parking garage requires approximately 3500 linear feet of joint seal.

#### **III. STATEMENT OF WORK**

Location, description, maintenance specifications, exclusions, and general coverage conditions are detailed in **Attachment A**.

#### **IV. EXPERIENCE**

Vendor must have a minimum of three (3) years successful experience in commercial parking lot repairs and sealing.

#### **V. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFQ, including Attachment 'A' and any issued addenda, are to constitute a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. Submission of a bid shall constitute agreement to contract on these terms. The Lottery contemplates that, in addition to the terms described above in this RFQ, final agreement between the Lottery and the selected vendor will include, without limitation, the following terms:

##### **A. Confidentiality and Publicity**

The Vendor will retain all confidential information provided by the Lottery in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the Lottery. The Lottery retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the Lottery without the prior written consent of the Lottery.

##### **B. Compliance with Laws**

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the ASTM Standards: D490 – Standard Specifications for Road Tar; D2939 – Standard Test Methods for Emulsified Bitumen Used as Protective Coatings; D4866 – Standard Performance Specification for Coal Tar Pitch Emulsion Pavement Sealer Mix Formulations Containing Mineral Aggregates and Optional Polymeric Admixtures and Federal RP-355 Pitch, Coal Tar Emulsion (Coating for Bituminous Pavements).

##### **C. Subcontracting**

1. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the Lottery.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually

obligated to assume all project responsibilities and the insurance requirements set forth above.

#### **D. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) fires, (3) floods, (4) epidemics, (5) quarantine restrictions, (6) (7) embargoes, (8) earthquakes, and (9) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of West Virginia without giving effect to its principles of conflict of laws.

## ATTACHMENT A

### I. SCOPE OF WORK

#### A. DEFINITIONS

**A.D.A.** - The *Americans with Disabilities Act*. This comprehensive federal act was passed to ensure uniform compliance with standards for the benefit of those with disabilities. Its scope encompasses everything from the width of doorways and force required to open them to the use of Braille in elevators to assist the visually impaired. Most common in relation to pavement are the standards for disabled parking, access aisles, curb ramps, signage and markings, etc.

**Additive** - One or more ingredient that can be added to a specific refined coal tar emulsion, water and/or sand mixture to improve the coating's durability, fuel resistance, drying time, color uniformity, and/or length of time required before opening the surface to traffic. This material can also be used to modify the wet mixture's viscosity to improve aggregate suspension.

**Application Rate** - The amount of volume of mixed material applied per area of pavement surface, usually expressed in gallons per square yard.

**Applied Mixture** - The combination of all ingredients mixed together and ready for application to the pavement, also referred to as *seal coat* or *sealer*.

**Asphalt** - Originally a naturally occurring product in use for centuries the early 1900's brought today's refined petroleum product. This term is often applied to almost any asphalt product from H.M.A.C. to asphalt cements and oils.

**Asphalt Cement** - A dark brown to black cementitious material in which the predominating constituents are bitumens with occur in nature or are obtained in petroleum processing. In varying proportions, asphalt is a constituent of most crude petroleum.

**Asphaltic Concrete Pavements (new)** - pavements that have been placed less than 90 days.

**Asphaltic Concrete Pavements (aged)** - pavements that have weathered over at least one summer season and have show signs of one or more of the following: cracking, raveling, aggregate polishing and/or graying due to oxidation.

**ASTM** - *American Society of Testing and Materials*: a scientific and technical organization for the development of standards on characteristics and performance of materials, products systems and services.

**Base** - Generic term for material installed prior to asphalt paving. May be a crushed stone product or asphalt product (see full-depth asphalt pavements). The base material provides the load bearing characteristics of the finished pavement and may vary from 3-4" for a residential driveway to 18" or more for parking areas or roadways. The correct type and amount of base material must be determined and specified prior to paving.

**Blacktop** – Common “slang” term for asphalt, penetration pavement or hot treatment, or seal coating.

**Brush Applicator** – A hand type of mechanized brush used to apply pavement sealer.

**BST** – An industry abbreviation for *bituminous surface treatment*, such as chip seal, fog seal, slurry seal, cape seal, etc.

**Cape Seal** – A combination of two common maintenance procedures: first, the application of a chip seal (with or without crack sealing as needed) followed by the application of a slurry seal. This process provides extra structure and aggregate from the chip seal but a smoother surface, less prone to raveling, by the application of the slurry seal top coat.

**Chip Seal** – A process of applying a layer of hot asphalt oil over existing pavement immediately covering with a thin layer of small crushed aggregate. The aggregate is then “rolled in” with a pneumatic roller.

**C.I.P.R.** – Abbreviation for *Cold in Place Recycling*, a general term for processes using grinding machines to recycle pavement into base material for new paving. Often using additives such as emulsions or foamed asphalt for stabilization.

**Coal-Tar** – A by-product of coke ovens in the steel production industry. Refined coal-tar has been used as a base for asphalt pavement sealers since 1938.

**Course, Asphalt Base** – A foundation course consisting of mineral aggregate, bound together with asphalt material.

**Course, Asphalt Surface** – The top course of an asphalt pavement, sometimes called asphalt wearing course.

**Crack-filler** – a material that is placed in a pavement crack or joint to fill but not necessarily seal the void created by the crack or joint.

**Crack Sealant** – A material that has adhesive and cohesive properties to seal cracks, joints or other narrow openings (less than 1 ½” wide) in pavements against the entrance or passage of water or other debris.

**Crude Coal Tar** – condensed material taken from the coking process (high temperature heating of coal under a vacuum) and containing all the volatile constituents.

**Cure, final (of seal coat)** – The process of evaporation of water and volatiles of the applied seal coating mixture over a period of days, resulting in the coating reaching its ultimate strength. The duration of this process is dependent upon ambient conditions.

**Drying (of the seal coat)** – The process of evaporation of water of the applied seal coating mixture, resulting in the coating being able to sustain light foot traffic.

**Emulsion** – Mechanically produced combination of ingredients which do not normally mix. For example, asphalt emulsion are made by a procedure which mechanically mills the warm asphalt into minute globules, dispersing them in water, and adding a small amount of an emulsifying agent. Most of



today's "asphalt oils" as well as seal coatings for parking areas, driveways, and roadways use emulsions because they are far more environmentally friendly than older formulas that contained solvents.

**Fog Seal** – A process of applying a highly diluted asphalt emulsion in a fine spray (fog) to a roadway surface. Restores blackness and seals hairline cracks and may prevent of slow oxidation.

**Gilsonite** – North American Asphaltum is a natural, resinous hydrocarbon found in the Uintah Basin in northeastern Utah. Gilsonite in mass is a shiny, black substance similar in appearance to the mineral obsidian. It is brittle and can be easily crushed into a dark brown powder. Some companies manufacture pavement sealers with Gilsonite as a base material. These sealers require solvents, usually mineral spirits (paint thinner) to dissolve the Gilsonite. Improperly or over-applied these solvents can damage asphalt pavements.

**Heat Lance** – Device using a combination of propane and compressed air ignited in a specially designed chamber to produce an extremely hot high-velocity stream of air, used to remove debris and vegetation from pavement cracks prior to sealing. It also warms and dries the crack(s) to better accept the sealant. When properly used federal research has determined this to be a most effective preparation method (SHRP H-106 Data). The combination of routing and heat lance preparation can provide ten times the life of conventional crack sealing methods.

**Hydrophobic** – Liquid composition additive to reduce curing time of surface coatings. As applied to asphalt seal coatings this is generally a product used in an "additive" fashion or manufactured into the seal coat to cause faster drying. Preferably, the additive is composed of a composition of water, calcium chloride granules, citric acid granules, and an ammonium dispersing composition. Alternatively, aluminum sulfate may be utilized in place of calcium chloride and citric acid.

**Infra-Red** – Asphalt surface repair process which uses radiated heat to soften existing pavement. Most commonly the pavement is then raked and additional hot mix added. When raking is completed to grade, the area is re-compacted. This allows fast repairs with less new material and facilitates repairs in weather to cool for conventional methods. Not appropriate for areas of base failure or requiring structural repair.

**I.S.A.** – International Symbol of Accessibility: The correct term for what is often referred to as a "handicap symbol." This familiar wheelchair design is used worldwide to denote areas designed to facilitate access for those with disabilities. (See A.D.A.)

**Naphtha** – A common solvent, most often called "paint thinner." In relation to asphalt the type solvent generally used in "Gilsonite" based products and most "rejuvenating" products to partially dissolve the asphalt to allow the base ingredients to "soak in."

**OTC** – The *Ozone Transport Commission*: An air quality consortium currently affecting 13 NE and NE Coastal states. As related to pavement they have passed legislation limiting products with high VOC (volatile organic compound) levels. In these 13 states this has resulted in contractors no longer being able to use conventional solvent based striping paints, pavement sealers containing Gilsonite, or products marketed as “asphalt rejuvenators” which contain high levels of solvents. Conventional sealers such as coal tar emulsion or asphalt emulsion are not affected and paint manufacturers have new formulation of paint for use in the striping industry in these states.

**PCTC** – The *Pavement Coatings Technology Center*, a cooperative group of manufacturers, suppliers, contractors, government agencies and professional organizations that develop standards, specifications, test methods and other technical data for the pavement coatings industry.

**Priming** – application of an initial coat of a material designed to assist the adhesion of the additional coats of seal coating materials. Primers are always used as under-coating, and are not designed to be used by themselves.

**Quick setting additives** – products used to decrease the drying time before opening to traffic and increase the “set” time.

**Refined Coal Tar** – A selectively distilled coal tar meeting the requirements of ASTM D490 grade RT-12.

**Refined Coal Tar Emulsion** – A stable and homogeneous dispersion of refined coal tar, clay, mineral fillers, and specialty chemicals in water.

**Reflective Cracking** – Cracks in an asphalt overlay pavement caused by cracks in the existing pavement “reflecting” up through the overlay. Specialized techniques and materials such as multi-membrane paving fabrics help reduce this problem.

**Routing** – Enlargement of pavement cracks using a specialized machine. This provided a uniform width reservoir for the sealant. Proper choice of bit size will result in the proper depth to width ration (depth = width). Properly used this procedure greatly increases the effectiveness and durability of crack sealing.

**Seal Coating** – Application of a sealant (usually coal-tar emulsion or asphalt emulsion type) to preserve, protect, and beautify asphalt pavements. Process of applying a protective coating to an asphaltic concrete pavement.

**Slurry Seal** – A seal coating process generally used on runways, streets, and roadways.

**Spray Unit** – A piece of equipment equipped with a mixing tank and positive displacement pump that can homogeneously mix and apply protective coatings uniformly over the entire width of a spray bar or wand type application device.

**Squeegee Unit** – A piece of equipment equipped with a mixing tank and squeegee that can homogeneously mix and apply protective coating

uniformly over the entire width of a rubber squeegee or brush type application device.

**Tack Coat** – Asphalt oil, usually emulsion type, applied to existing pavement during repairs or overlay paving to create a bond between the old and new asphalt.

**Tracking** – The result of products or materials being “picked up” by car tires, shoes, shopping cart wheels, etc., and being carried from the pavement or “tracked” onto surfaces where the material is not desired.

**Trafficability** –The ability of a seal coating material to withstand vehicle traffic without damage to the seal coat.

**Uniform coated surface** – A surface that has an even distribution of seal coating material free of pinholes, streaks and/or other uneven characteristics.

## **B. GENERAL**

Refined coal tar emulsion slurry seal coat with additive over existing asphaltic concrete pavement.

1. Provide primer and two coats of refined coal tar emulsion sealer with additive in all areas. Provide third coat in high traffic areas.

## **C. REQUIREMENTS**

1. Vendor will provide, but not limited to, overlays, patching, crack sealing, pavement priming, and oil spot priming.

2. Lottery will discuss areas to be patched, crack sealed and/or seal coated at the pre-bid meeting. The areas of discussion will be made binding through an addendum after the pre-bid meeting.

3. From date of Notice to Proceed, vendor will complete work within thirty (30) days.

## **D. MATERIALS**

1. Refined Coal Tar Emulsion: A refined coal tar emulsion prepared from a high temperature refined coal tar conforming to the requirements of ASTM specification D490 for RT12. The use of oil and water gas tar is not allowed. Base refined coal tar emulsion must conform to all requirements of Federal Specification RP-355.

2. Aggregate: Use washed dry silica sand or boiler slag free of dust, trash, clay, organic materials or other contaminants. It is required that this aggregate meet the gradation in Table 1, when tested in accordance with ASTM C136 in quantities of three (3) pounds per gallon.

### **TABLE 1. GRADATION OF AGGREGATES**

Table 1 represents the maximum range of aggregate gradations. In all cases the refined coal tar emulsion supplier is required to give written approval of the aggregate used in the mix design.

Percent Retained Sieve Size Minimum Maximum

#20 or coarser (0.850 mm)	0	2
#30 (0.600 mm)	0	12
#49 (0.425 mm)	2	60
#50 (0.300 mm)	5	60
#70 (0.212 mm)	5	60
#100 (0.150 mm)	5	30
#140 (0.106 mm)	0	10
#200 (0.075 mm)	0	2
Finer than #200	0	0.3

**E. Additive:** As specified by the coal tar emulsion manufacturer (See Appendix A #1 of PCTC 01.)

**F. Water:** Use water for mixing that is potable and free of harmful soluble salts. Control water temperature so it is at least 50°F (10°C)

**G. Crack Sealant:** Must be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion.

**H. Oil Spot Primer:** Must be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion

**I. Pavement Primer:** Must be certified for compatibility with the refined coal tar emulsion by the manufacturer of the refined coal tar emulsion.

#### **J. Applied Mixture**

1. Composition: The refined coal tar emulsion seal coat is to consist of a mixture of refined coal tar emulsion, water, additive, and aggregate, and be proportioned as recommended by the coal tar emulsion manufacturer.

2. The composition must have written approval of the coal tar emulsion manufacturer.

3. Sealant for top deck of parking garage to be for concrete surface and applied according to manufacturer's specifications.

**K. Application Rate:** Application rates are not to exceed 0.17 gal/yd.<sup>2</sup>/coat, and at no time are total coats to exceed 0.51 gal/yd.<sup>2</sup> for the asphalt sealant. Application rates for concrete sealant at the rate of 200 square feet per gallon but may vary due to concrete age and porosity.

#### **L. Precautions**

1. Sealer will not be applied unless pavement temperature is at least 50°F (10°C) and the air temperature is 50°F (10°C) and rising.

2. Sealer will not be applied during rainy or wet weather, or when rain is anticipated within eight hours after application is completed.

3. Sealer will not be applied to hot surfaces under the summer sun (over 90°F, ambient without first cooling the surface with clean water. Water will dampen the surface without leaving puddles.

4. Since an emulsion may be damaged by freezing, it will be protected at all times when the temperature drops below 40°F (4°C).

### **M. Equipment**

1. Use application equipment that is capable of applying the required coating rates evenly over the entire width of the application mechanism to provide a uniformly coated surface. To insure this, equip all spray units with a pumping distribution system using positive displacement pumps. Equip all squeegee/brush units with squeegees/brushes that are properly adjusted and in a condition so that the application of seal coat materials is without streaks.

2. The mixing part of the application equipment must be tank type with a mechanically powered, full sweep mixer capable of homogeneously mixing the entire contents of the tank.

3. Use of hand squeegee or brush application is to be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand is to meet the same standards as that applied by machine.

### **N. Execution: Surface Preparation**

1. Patching: Patch bituminous pavement surfaces which have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new bituminous concrete similar to that of the existing pavement. If a solvent containing cold-applied material is used, complete patching a minimum of 90 days prior to the planned application of the sealer to permit solvent to escape before sealing.

2. Crack Sealing: Remove all vegetation and debris from cracks to a minimum depth of 1/2". If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide. Fill all cracks, ignoring hairline cracks (1/2" wide) with a crack sealant. Wider cracks (over 1 1/2" wide (38.4 mm), along with soft or sunken spots, indicate that the pavement of the pavement base should be repaired or replaced as in #1 above.

3. Cleaning Existing Surface: Clean pavement surface immediately prior to placing the prim coat or seal coat by sweeping, flushing with water, leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

4. Oil Spot Priming: Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer.

5. Pavement Priming: Older, highly oxidized pavements sometimes have trouble allowing pavement sealer to adhere. To insure adhesion to sound but oxidized pavements, mix and apply a prime coat of a type and at a rate recommended by the coal tar emulsion manufacturer, after all loose aggregate is removed.

### **O. Mixing and Application of Refined Coal Tar Emulsion Slurry**

1. Blend the coal tar emulsion mixture in the equipment described in M.2 above. The mixing must produce a smooth homogeneous mixture of uniform consistency. (Consult coal tar emulsion supplier for its recommended order of addition of the ingredients.) During the entire mixing and application process, no breaking, segregating, or hardening of the emulsion, nor balling or lumping of the sand is to be permitted. Continue to agitate the seal coating mixture in the mixing tank at all times prior to and during application so that a consistent mix is available for application.

2. Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

### **P. Application of Aggregate Filled Seal Coat**

1. Water Fog: To provide maximum adhesion water fog spray (dampening) may be required

2. Prime Coat: as needed per M.5 above

3. First Coat: Apply the mixture uniformly to obtain the rates specified by manufacturer

4. Drying and Initial Cure Between Coats: Allow each coat to dry and initially cure before applying any subsequent coats.

5. Second Coat: Apply the second coat as outlined for the first coat.

6. Additional Coats: Additional coats may be applied over the entire surface or in heavy traffic areas such as drive lanes.

7. The finished surface must present a uniform texture.

### **Q. Drying and Initial Cure**

1. The final coat must be allowed to dry a minimum of eight hours of good daylight drying conditions before opening to traffic, and initially cure enough to drive over without damage to the seal coat.

2. If marginal weather conditions exist during this eight hour drying time, additional time will be required. In some cases this could exceed 24 hours. Vendor and Lottery will check the surface after this for suitability before opening it to vehicle traffic.

## **R. Striping**

1. Use compatible striping paint recommended by the coal tar emulsion manufacturer and concrete sealant manufacturer. Apply marking paint in dry weather when pavement and atmospheric temperatures are 50°F or above (or manufacturer's specification).
2. Use white paint for parking spaces and blue paint for handicap spaces. Use yellow paint for "no parking" spaces. Use red paint for fire lanes.
3. Equipment
  - a. Commercial compressed air spray striping machine capable of applying an even coating at the manufacturer's recommended thickness in an even width across stripe.
  - b. Commercial airless spray striping machine capable of applying an even coating at the manufacturer's recommended thickness in an even width across the stripe.
4. Proved qualified technician to supervise equipment and application of marking. Layout markings using guide lines, templates and forms. Stencils and templates shall be professionally made to industry standards. "Free hand" painting of arrows, symbols, or wording shall not be allowed.
5. Thoroughly clean surfaces free of dirt, sand, gravel, oil and other foreign matter.
6. Protect adjacent curbs, walks, fences, and other items from receiving paint.
7. Vendor to verify that any new pavement coating has been accepted by the Lottery and has cured a minimum of twenty-four (24) hours under good drying conditions.
8. Application:
  - a. Apply marking paint at a rate of one (1) gallon per three to four hundred (300 – 400) lineal feet of four (4) inch wide stripes, or to manufacturer's specification.
  - b. Apply stripes straight and even in accordance with schedules.
  - c. Apply stripes and other markings in widths and colors requested by the Lottery.
9. Protection: Barricade marked areas during installation and until the marking paint is dried and ready for traffic.

## **S. Crack and Joint Sealing**

1. Apply sealant only to clean, dry, properly prepared cracks and joints making sure to completely remove old sealant.
2. At ambient temperatures below 40°F use a hot compressed air lance to achieve clean, dry, warm space for sealant installation
3. Use a sealant specifically formulated non-tracking performance
4. Highway type or direct fire products are not acceptable

5. Use a hot applied elastomeric crack/joint sealant for asphaltic and concrete pavements.

6. Equipment

a. Melt down the sealant in a kettle or melter constructed as a double boiler. The space between the inner and outer shells filled with high flash point heat transfer oil or other indirect heating means.

b. The kettle to used must have constant agitation any time material is over 300°F. The kettle must have temperature-monitoring capabilities.

7. Examination

a. Inspect existing pavement for conditions and defects that will adversely affect quality of work and which cannot be put into acceptable condition through normal preparatory work as specified.

b. Starting installation constitutes contractors acceptance of surface as suitable for installation.

8. Crack preparation: Remove vegetation and all incompressible materials from cracks and joints by means of hot compressed air lance. Compressed air used for cleaning must be oil-free. Cracks may need to be prepared using specialized backing material after cleaning to a maintain one-to-one depth to width profile.

9. Sealant –prepare sealant in specified equipment. Heat sealant according to manufacturer's product data sheet.

10. Application

a. Install heated sealant directly into cracks and joints not to exceed one inch wide band.

b. Control thickness to one-eighth (1/8") inch above pavement surface.

c. Finished sealed cracks and joints will be uniformly level and all "sinkers" will be refilled to achieve flush to on eighth (1/8") inch concave surface appearance.

11. Protection

a. Care must be taken to keep the public from work area while sealant is being installed and traffic should not be allowed to cross sealant filled cracks and joints for a period of ten minutes or until sealant is cooled sufficiently to prevent tracking.

b. Failure to follow manufacturer's printed recommendations could result in a sever burn hazard.



**T. COST**

PARKING LOT	AREA	UNIT COST MATERIALS & LABOR	TOTAL
SEAL COAT CLEAN & APPLY	80,355 SQ FT		
STRIPING PARKING LOT	As currently exists		
CRACK REPAIRS	495 LINEAR FT		
PATCHING	250 SQ FT		
PARKING GARAGE			
SEAL COAT CLEAN & APPLY	23,000 SQ FT		
JOINT SEAL	3500 LINEAR FT		
STRIPING PARKING GARAGE	As currently exists		
		PROJECT TOTAL	\$ _____

COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
FAX NUMBER	
EMAIL ADDRESS	



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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

1. I am an employee of \_\_\_\_\_; and,
(Company Name)

2. I do hereby attest that \_\_\_\_\_
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

\_\_\_\_\_
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(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 PREPARATION INSTRUCTIONS**

AGENCY           (A)            
 RFQ/RFP#           (B)          

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
          (C)           of           (D)          ,           (E)          ,  
 as Principal, and           (F)           of           (G)          ,  
          (H)          , a corporation organized and existing under the laws  
 of the State of           (I)           with its principal office in the City of  
          (J)          , as Surety, are held and firmly bound unto The State  
 of West Virginia, as Obligee, in the penal sum of           (K)            
 (\$           (L)           ) 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           (M)          

**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 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 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 hereto and these presents to be signed by their proper officers,  
 this           (N)           day of           (O)          , 20           (P)          .

Principal Corporate Seal

(R)

          (Q)            
 (Name of Principal)  
 By           (S)            
 (Must be President or  
 Vice President)

          (T)            
 Title

(U)

Surety Corporate Seal

          (V)            
 (Name of Surety)

          (W)            
 Attorney-in-Fact

**IMPORTANT** – Surety executing bonds must be licensed in West Virginia to  
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of  
 Attorney must be attached.

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**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.**

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_