

**INFORMATION ATTACHMENT**  
**Vendor's Storage Sites**  
**Bituminous Asphalt - Materials , Delivery and Labor ONLY**

**VENDOR NAME** \_\_\_\_\_ **Klug Bros.,Inc**

**Mandatory - Vendor shall complete this form and return with bid submission.**

**If a Vendor will be supplying materials from multiple Plant Locations and ALL pricing is the same, ALL Plant Locations can be listed on one Information Attachment form and one bid submission is acceptable.**

**If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, *additional* , separate bid submissions must be submitted for each Plant Location bid. Multiple Plant Locations with varying prices, shall be submitted on separate bid submissions.**

Vendor's Plant Location:

**Klug Bros.,Inc**

Plant #1

State Route 2 South Lafayette Avenue

Moundsville, WV 26041

Vendor's Plant Location:

**Klug Bros.,Inc**

Plant #2

Foot of Wetzel Street

New Martinsville, WV 26155

Vendor's Plant Location:

Vendor's Plant Location:

VENDOR CODE	CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/CATEGORY	MODEL	DRAWING	PIECE	SERIAL NUMBER	SPECIFICATION	SIZE	COLOR	PICTURE FILE NAME
000000203859		6-01	Plant #1 and/or Plant #2	N/A	6-01	30121601	Asphalt	District 6 - Item A - Asphalt Section 401 - Base I	TON	56.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-02	Plant #1 and/or Plant #2	N/A	6-02	30121601	Asphalt	District 6 - Item B - Asphalt Section 401 - 37.5mm Superpave	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-03	Plant #1 and/or Plant #2	N/A	6-03	30121601	Asphalt	District 6 - Item C - Asphalt Section 401 - Base II	TON	56.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-04	Plant #1 and/or Plant #2	N/A	6-04	30121601	Asphalt	District 6 - Item D - Asphalt Section 401 - Patch and Level	TON	56.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-05	Plant #1 and/or Plant #2	N/A	6-05	30121601	Asphalt	District 6 - Item E - Asphalt Section 401 - Wearing IV	TON	58.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-06	Plant #1 and/or Plant #2	N/A	6-06	30121601	Asphalt	District 6 - Item F - Asphalt Section 402 - Wearing IV	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-07	Plant #1 and/or Plant #2	N/A	6-07	30121601	Asphalt	District 6 - Item G - Asphalt Section 401 - 19mm Superpave	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-08	Plant #1 and/or Plant #2	N/A	6-08	30121601	Asphalt	District 6 - Item H - Asphalt Section 401 - Scratch Course	TON	61.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-09	Plant #1 and/or Plant #2	N/A	6-09	30121601	Asphalt	District 6 - Item I - Asphalt Section 402 - 9.5mm Superpave	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-10	Plant #1 and/or Plant #2	N/A	6-10	30121601	Asphalt	District 6 - Item J - Asphalt Section 401 - Wearing 1	TON	61.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-11	Plant #1 and/or Plant #2	N/A	6-11	30121601	Asphalt	District 6 - Item K - Asphalt Section 402 - Wearing 1	TON	65.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-12	Plant #1 and/or Plant #2	N/A	6-12	30121601	Asphalt	District 6 - Item L - Asphalt Section 401 - 4.75mm Superpave	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-13	Plant #1 and/or Plant #2	N/A	6-13	30121601	Asphalt	District 6 - Item M - Asphalt Section 402 - 4.75mm Superpave	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-14	Plant #1 and/or Plant #2	N/A	6-14	30121601	Asphalt	District 6 - Item N - Asphalt Section 401 - Wearing III	TON	72.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-15	Plant #1 and/or Plant #2	N/A	6-15	30121601	Asphalt	District 6 - Item O - Asphalt Section 402 - Wearing III	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-16	Plant #1 and/or Plant #2	N/A	6-16	30121601	Asphalt	District 6 - Item Q - Surcharge for PG Binder - 70 minus 22	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-17	Plant #1 and/or Plant #2	N/A	6-17	30121601	Asphalt	District 6 - Item R - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-18	Plant #1 and/or Plant #2	N/A	6-18	30121601	Asphalt	District 6 - Item S1 - Excavation for Shoulder Paving - 0 to 1000 Square Yards	SY	10.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-19	Plant #1 and/or Plant #2	N/A	6-19	30121601	Asphalt	District 6 - Item S2 - Excavation for Shoulder Paving - 1001 to 2000 Square Yards	SY	8.75	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-20	Plant #1 and/or Plant #2	N/A	6-20	30121601	Asphalt	District 6 - Item S3 - Excavation for Shoulder Paving - 2001 to 3000 Square Yards	SY	7.75	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-21	Plant #1 and/or Plant #2	N/A	6-21	30121601	Asphalt	District 6 - Item S4 - Excavation for Shoulder Paving - 3001 Square Yards or Greater	SY	6.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-22	Plant #1 and/or Plant #2	N/A	6-22	30121601	Asphalt	District 6 - Item T1 - Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	7.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-23	Plant #1 and/or Plant #2	N/A	6-23	30121601	Asphalt	District 6 - Item T2 - Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	6.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-24	Plant #1 and/or Plant #2	N/A	6-24	30121601	Asphalt	District 6 - Item T3 - Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	5.75	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-25	Plant #1 and/or Plant #2	N/A	6-25	30121601	Asphalt	District 6 - Item T4 - Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	5.25	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-26	Plant #1 and/or Plant #2	N/A	6-26	30121601	Asphalt	District 6 - Item U1 - Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	7.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-27	Plant #1 and/or Plant #2	N/A	6-27	30121601	Asphalt	District 6 - Item U2 - Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	6.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-28	Plant #1 and/or Plant #2	N/A	6-28	30121601	Asphalt	District 6 - Item U3 - Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	5.75	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-29	Plant #1 and/or Plant #2	N/A	6-29	30121601	Asphalt	District 6 - Item U4 - Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	5.25	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-30	Plant #1 and/or Plant #2	N/A	6-30	30121601	Asphalt	District 6 - Item V1 - Haul by Vendor - First Ton Mile	MILE	2.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-31	Plant #1 and/or Plant #2	N/A	6-31	30121601	Asphalt	District 6 - Item V2 - Haul by Vendor - Each Additional Mile	MILE	0.30	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-32	Plant #1 and/or Plant #2	N/A	6-32	30121601	Asphalt	District 6 - Item W1 - Lay Down of Materials - Items A-O and AR1, Each Site 0 to 100 Tons	TON	59.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-33	Plant #1 and/or Plant #2	N/A	6-33	30121601	Asphalt	District 6 - Item W2 - Lay Down of Materials - Items A-O and AR1, Each Site 101 to 200 Tons	TON	40.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

VENDOR CODE	CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/CATEGORY	MODEL	DRAWING	PIECE	SERIAL NUMBER	SPECIFICATION	SIZE	COLOR	PICTURE FILE NAME
000000203859		6-34	Plant #1 and/or Plant #2	N/A	6-34	30121601	Asphalt	District 6 - Item W3 - Lay Down of Materials - Items A-O and AR1, Each Site 201 to 500 Tons	TON	19.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-35	Plant #1 and/or Plant #2	N/A	6-35	30121601	Asphalt	District 6 - Item W4 - Lay Down of Materials - Items A-O and AR1, Each Site 501 Tons or Greater	TON	7.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-36	Plant #1 and/or Plant #2	N/A	6-36	30121601	Asphalt	District 6 - Item X - Cleaning and Sweeping	SY	0.10	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-37	Plant #1 and/or Plant #2	N/A	6-37	30121601	Asphalt	District 6 - Item Y - Bituminous Material for Tack Coat or Prime Material	GL	3.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-38	Plant #1 and/or Plant #2	N/A	6-38	30121601	Asphalt	District 6 - Item Z - Daytime Paving Mobilization	OR	700.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-39	Plant #1 and/or Plant #2	N/A	6-39	30121601	Asphalt	District 6 - Item AA - Nighttime Paving Mobilization	OR	1100.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-40	Plant #1 and/or Plant #2	N/A	6-40	30121601	Asphalt	District 6 - Item AB1 - Off-Season Plant Opening - First Day	DAY	1000.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-41	Plant #1 and/or Plant #2	N/A	6-41	30121601	Asphalt	District 6 - Item AB2 - Off-Season Plant Opening - Each Additional Day	DAY	700.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-42	Plant #1 and/or Plant #2	N/A	6-42	30121601	Asphalt	District 6 - Item AC - Additional Heel-In Joints	LF	9.75	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-43	Plant #1 and/or Plant #2	N/A	6-43	30121601	Asphalt	District 6 - Item AD - Skip Paving Surcharge	TON	2.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-44	Plant #1 and/or Plant #2	N/A	6-44	30121601	Asphalt	District 6 - Item AE - Mobilization for Profiling	OR	1400.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-45	Plant #1 and/or Plant #2	N/A	6-45	30121601	Asphalt	District 6 - Item AF1 - Pavement Profiling (Milling) - 0 to 250 Square Yards	SY	20.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-46	Plant #1 and/or Plant #2	N/A	6-46	30121601	Asphalt	District 6 - Item AF2 - Pavement Profiling (Milling) - 251 to 500 Square Yards	SY	13.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-47	Plant #1 and/or Plant #2	N/A	6-47	30121601	Asphalt	District 6 - Item AF3 - Pavement Profiling (Milling) - 501 to 1000 Square Yards	SY	9.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-48	Plant #1 and/or Plant #2	N/A	6-48	30121601	Asphalt	District 6 - Item AF4 - Pavement Profiling (Milling) - 1001 to 2500 Square Yards	SY	5.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-49	Plant #1 and/or Plant #2	N/A	6-49	30121601	Asphalt	District 6 - Item AF5 - Pavement Profiling (Milling) - 2501 to 5000 Square Yards	SY	3.25	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-50	Plant #1 and/or Plant #2	N/A	6-50	30121601	Asphalt	District 6 - Item AF6 - Pavement Profiling (Milling) - 5001 Square Yards or Greater	SY	2.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-51	Plant #1 and/or Plant #2	N/A	6-51	30121601	Asphalt	District 6 - Item AG - Pilot Truck and Driver	DAY	475.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-52	Plant #1 and/or Plant #2	N/A	6-52	30121601	Asphalt	District 6 - Item AH - Traffic Control Devices	UNIT	1.25	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-53	Plant #1 and/or Plant #2	N/A	6-53	30121601	Asphalt	District 6 - Item AI - Flagger	HOUR	55.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-54	Plant #1 and/or Plant #2	N/A	6-54	30121601	Asphalt	District 6 - Item AJ - Arrow Board	DAY	25.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-55	Plant #1 and/or Plant #2	N/A	6-55	30121601	Asphalt	District 6 - Item AK - Milled Rumble Strips	LF	2.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-56	Plant #1 and/or Plant #2	N/A	6-56	30121601	Asphalt	District 6 - Item AL - Mobilization for Milled Rumble Strips	OR	3800.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-57	Plant #1 and/or Plant #2	N/A	6-57	30121601	Asphalt	District 6 - Item AM - Pavement Repair - Asphalt Base II	TON	295.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-58	Plant #1 and/or Plant #2	N/A	6-58	30121601	Asphalt	District 6 - Item AN - Surcharge for Parking Lot and Facility Paving - Items A thru O	TON	3.50	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-59	Plant #1 and/or Plant #2	N/A	6-59	30121601	Asphalt	District 6 - Item AQ1 - SP496 Asphnt High Perf Thin Overlay PG 76-22 ordered 300 TN increments	TON		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-60	Plant #1 and/or Plant #2	N/A	6-60	30121601	Asphalt	District 6 - Item AR1 - SP498 Ultra-Thin Asphalt	TON	77.00	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-61	Plant #1 and/or Plant #2	N/A	6-61	30121601	Asphalt	District 6 - Item AS1 - SP497 Fine Milling of Asphalt Pavment Surfaces - 0 to 250 Sq Yards	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-62	Plant #1 and/or Plant #2	N/A	6-62	30121601	Asphalt	District 6 - Item AS2 - SP497 Fine Milling of Asphalt Pavment Surfaces - 251 to 500 Sq Yards	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-63	Plant #1 and/or Plant #2	N/A	6-63	30121601	Asphalt	District 6 - Item AS3 - SP497 Fine Milling of Asphalt Pavment Surfaces - 501 to 1000 Sq Yards	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-64	Plant #1 and/or Plant #2	N/A	6-64	30121601	Asphalt	District 6 - Item AS4 - SP497 Fine Milling of Asphalt Pavment Surfaces - 1001 to 2500 Sq Yards	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-65	Plant #1 and/or Plant #2	N/A	6-65	30121601	Asphalt	District 6 - Item AS5 - SP497 Fine Milling of Asphalt Pavment Surfaces - 2501 to 5000 Sq Yards	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000203859		6-66	Plant #1 and/or Plant #2	N/A	6-66	30121601	Asphalt	District 6 - Item AS6 - SP497 Fine Milling of Asphalt Pavment Surfaces - 5001 SY or Greater	SY		7	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

[illegible]



State of West Virginia  
Request For Quotation

Procurement Folder : 173808

Document Description : BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2016-02-19	2016-02-24 14:30:00	ARFQ 0803 DOT1600000013	5	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	Vendor Name, Address and Telephone KLUG BROS., INC. 123 KLUG LANE MOUNDSVILLE, WV, 26041 304-845-2545

FOR INFORMATION CONTACT THE

Angela Moorman  
(304) 558-9427  
angie.j.moorman@wv.gov

Signature X

*Angela J. Klug (Pres)*

FEIN #

*55 060 1828*

DATE

*2-21-16*

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR,				

Commodity Code	Manufacturer	Model #	Specification
30121601			

**Extended Description**

BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions Due	2016-02-05

<b>DOT1600000013</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR	<b>Page 3</b> <b>of 3</b>
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### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

### DEFINITIONS:

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

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

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

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

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: KLUG BROS. INC.

Authorized Signature: Marg. Klug (PRES) Date: 2-8-16

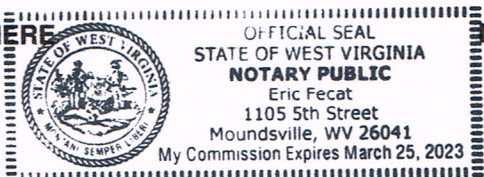
State of West Virginia

County of MARSHALL, to-wit:

Taken, subscribed, and sworn to before me this 8th day of FEBRUARY, 2016.

My Commission expires 3-25-23, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

A handwritten signature in blue ink, likely belonging to the notary public, Eric Fecat.

Purchasing Affidavit (Revised 08/01/2015)



# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- ☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: KLUG BROS., INC.

Signed: Mary J. Klug

Date: 2-8-16

Title: PRESIDENT



REQUEST FOR QUOTATION  
**Bituminous Asphalt**  
**Materials, Delivery and Labor by the Vendor, ONLY**

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- 12.3 Vendor's Invoices:** Separate invoices must be submitted for Items A through R and for Items S through AS. The Vendor's invoices must be submitted as an original and one copy containing the following information:
- a) All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
  - b) WVDOH Delivery Order number and this contract number.
  - c) Total quantity and unit price with the total cost of each type of material furnished.
  - d) No payment will be made to a Contractor for Daytime Paving Mobilization, Item Z or Nighttime Paving Mobilization, Item AA unless the Contractor performs the Lay Down operation and the quantity involved is less than 500 tons for Item Z.
- 12.4 Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.5 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** JULIE KLUG  
**Telephone Number:** 304-845-2545  
**Fax Number:** 888-730-7500 OR 304-845-7982  
**Email Address:** JULIE@KLUGBROTHERSINC.COM

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT 1600000066

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1

☐ Addendum No. 6

☒ Addendum No. 2

☐ Addendum No. 7

☒ Addendum No. 3

☐ Addendum No. 8

☒ Addendum No. 4

☐ Addendum No. 9

☐ Addendum No. 5

☐ Addendum No. 10

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

KLUG BROS., INC.  
Company

Mary J. Klug (PRES)  
Authorized Signature

2-21-16  
Date

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



## CERTIFICATION AND SIGNATURE PAGE

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.

KLUG BROS., INC.  
(Company)

Mark J. Klug (PRESIDENT)  
(Authorized Signature) (Representative Name, Title)

304-845-2545 FAX 888-730-7500 2-8-16  
(Phone Number) (Fax Number) (Date)

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: KLUG BROS. INC.

Contractor's License No. WV003293

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

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

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

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

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

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