



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

State of West Virginia  
 Solicitation Response

20

Proc Folder : 281920

Solicitation Description : ADDENDUM 1 ASPHALT-MATERIALS DELIVERY & LABOR BY THE VENDOR

Proc Type : Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-01-25 14:00:00	SR 0803 ESR01071700000003112	1

VENDOR
000000203859 KLUG BROS INC  <i>Plant 1 and Plant 2</i>

Solicitation Number: ARFQ 0803 DOT1700000012

Total Bid : \$0.00

Response Date: 2017-01-25

Response Time: 04:46:06

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 Angela Moorman  
 (304) 558-9427  
 angie.j.moorman@wv.gov

Signature on File FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR				

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description : ASPHALT - MATERIALS, DELIVERY AND LABOR BY THE VENDOR PER THE E-CATALOG

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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.  
(Full Company Name)

Mark J. Klug  
(Authorized Signature)

MARK J. KLUG (PRESIDENT)  
(Print or Type Name and Title of Signatory)

304-845-2545  
(Phone Number)

304-845-7982  
(Fax Number)

MARK@KLUGBROTHERSINC.COM  
(Email address)

1-5-17  
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**

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

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be submitted on a separate invoice. 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 AP-1 unless the quantity is less than 500 tons or Nighttime Paving Mobilization, Item AP-2 unless the Delivery Order directs that the paving is to be done at night.

**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 OR MARK KLUG  
Telephone Number: 304-845-2545  
Fax Number: 304-845-7982  
Email Address: JULIE@KLUGBROTHERSINC.COM

INFORMATION ATTACHMENT FORM

Vendor's Storage Sites

Asphalt - Materials , Delivery and Labor by the Vendor, 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:

PLANT # 1

SOUTH LAFAYETTE AVENUE ST. RT. 2  
MOUNDSVILLE, WV. 26041

Vendor's Plant Location:

PLANT # 2

FOOT OF WETZEL STREET  
NEW MARTINSVILLE, WV 26155

Vendor's Plant Location:

Vendor's Plant Location:

VENDOR CODE	CUSTOMER CODE	SUPPLIER NAME	MANUFACTURER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
		Klug Bros., Inc.						
			N/A	1-A	30121601	Asphalt	District 1 - Asphalt Section 401 - Base I	TON
			N/A	1-B	30121601	Asphalt	District 1 - Asphalt Section 401 - 37.5mm Superpave	TON
			N/A	1-C	30121601	Asphalt	District 1 - Asphalt Section 401 - Base II	TON
			N/A	1-D	30121601	Asphalt	District 1 - Asphalt Section 401 - Patch and Level	TON
			N/A	1-E	30121601	Asphalt	District 1 - Asphalt Section 401 - Wearing IV	TON
			N/A	1-F	30121601	Asphalt	District 1 - Asphalt Section 402 - Wearing IV	TON
			N/A	1-G	30121601	Asphalt	District 1 - Asphalt Section 401 - 19mm Superpave	TON
			N/A	1-H	30121601	Asphalt	District 1 - Asphalt Section 401 - Scratch Course	TON
			N/A	1-I	30121601	Asphalt	District 1 - Asphalt Section 402 - 9.5mm Superpave	TON
			N/A	1-J	30121601	Asphalt	District 1 - Asphalt Section 401 - Wearing 1	TON
			N/A	1-K	30121601	Asphalt	District 1 - Asphalt Section 402 - Wearing 1	TON
			N/A	1-L	30121601	Asphalt	District 1 - Asphalt Section 401 - 4.75mm Superpave	TON
			N/A	1-M	30121601	Asphalt	District 1 - Asphalt Section 402 - 4.75mm Superpave	TON
			N/A	1-N	30121601	Asphalt	District 1 - Asphalt Section 401 - Wearing III	TON
			N/A	1-O	30121601	Asphalt	District 1 - Asphalt Section 402 - Wearing III	TON
			N/A	1-Q	30121601	Asphalt	District 1 - Surcharge for PG Binder - 70 minus 22	TON
			N/A	1-R	30121601	Asphalt	District 1 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON
			N/A	1-S1	30121601	Asphalt	District 1 - Haul by Vendor - First Ton Mile	MILE
			N/A	1-S2	30121601	Asphalt	District 1 - Haul by Vendor - Each Additional Mile	MILE
			N/A	1-T1	30121601	Asphalt	District 1 - Lay Down of Materials - Items A-O and AI, Each Site 0 to 100 Tons	TON
			N/A	1-T2	30121601	Asphalt	District 1 - Lay Down of Materials - Items A-O and AI, Each Site 101 to 200 Tons	TON
			N/A	1-T3	30121601	Asphalt	District 1 - Lay Down of Materials - Items A-O and AI, Each Site 201 to 500 Tons	TON
			N/A	1-T4	30121601	Asphalt	District 1 - Lay Down of Materials - Items A-O and AI, Each Site 501 Tons or Greater	TON
			N/A	1-U1	30121601	Asphalt	District 1 - Excavation for Shoulder Paving - 0 to 1000 Square Yards	SY
			N/A	1-U2	30121601	Asphalt	District 1 - Excavation for Shoulder Paving - 1001 to 2000 Square Yards	SY
			N/A	1-U3	30121601	Asphalt	District 1 - Excavation for Shoulder Paving - 2001 to 3000 Square Yards	SY
			N/A	1-U4	30121601	Asphalt	District 1 - Excavation for Shoulder Paving - 3001 Square Yards or Greater	SY
			N/A	1-V1	30121601	Asphalt	District 1 - Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON
			N/A	1-V2	30121601	Asphalt	District 1 - Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON
			N/A	1-V3	30121601	Asphalt	District 1 - Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON
			N/A	1-V4	30121601	Asphalt	District 1 - Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON
			N/A	1-W1	30121601	Asphalt	District 1 - Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON
			N/A	1-W2	30121601	Asphalt	District 1 - Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON
			N/A	1-W3	30121601	Asphalt	District 1 - Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON
			N/A	1-W4	30121601	Asphalt	District 1 - Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON
			N/A	1-X	30121601	Asphalt	District 1 - Bituminous Material for Tack Coat or Prime Material	GL
			N/A	1-Y	30121601	Asphalt	District 1 - Additional Heel-In Joints	LF
			N/A	1-Z	30121601	Asphalt	District 1 - Skip Paving Surcharge	TON
			N/A	1-AA	30121601	Asphalt	District 1 - Mobilization for Profiling	OR
			N/A	1-AB1	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 0 to 250 Square Yards	SY
			N/A	1-AB2	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 251 to 500 Square Yards	SY
			N/A	1-AB3	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 501 to 1000 Square Yards	SY
			N/A	1-AB4	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 1001 to 2500 Square Yards	SY
			N/A	1-AB5	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 2501 to 5000 Square Yards	SY
			N/A	1-AB6	30121601	Asphalt	District 1 - Pavement Profiling (Milling) - 5001 Square Yards or Greater	SY
			N/A	1-AC	30121601	Asphalt	District 1 - Pavement Repair - Asphalt Base II	TON
			N/A	1-AF	30121601	Asphalt	District 1 - Asphalt HPTO - SP498 - PG 76-22 ordered 300 TN increments	TON
			N/A	1-AG	30121601	Asphalt	District 1 - Non Tracking Tack - to be used with AF	GL
			N/A	1-AH	30121601	Asphalt	District 1 - Lay Down of Materials - to be used with AF - 300 TN or Greater	TON
			N/A	1-AI	30121601	Asphalt	District 1 - Ultra-Thin Asphalt Overlay - SP498	TON
			N/A	1-AJ1	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq Yards	SY
			N/A	1-AJ2	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq Yards	SY
			N/A	1-AJ3	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq Yards	SY
			N/A	1-AJ4	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 1001 to 2500 Sq Yards	SY
			N/A	1-AJ5	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 2501 to 5000 Sq Yards	SY
			N/A	1-AJ6	30121601	Asphalt	District 1 - Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY
			N/A	1-AK	30121601	Asphalt	District 1 - Mobilization for Milled Rumble Strips	OR
			N/A	1-AL	30121601	Asphalt	District 1 - Milled Rumble Strips	LF
			N/A	1-AM	30121601	Asphalt	District 1 - Surcharge for Parking Lot and Facility Paving - Items A thru O	TON
			N/A	1-AN	30121601	Asphalt	District 1 - Cleaning and Sweeping	SY
			N/A	1-AO1	30121601	Asphalt	District 1 - Maintaining Traffic - Pilot Truck and Driver	DAY
			N/A	1-AO2	30121601	Asphalt	District 1 - Maintaining Traffic - Traffic Control Devices	UNIT
			N/A	1-AO3	30121601	Asphalt	District 1 - Maintaining Traffic - Flagger	HOUR
			N/A	1-AO4	30121601	Asphalt	District 1 - Maintaining Traffic - Arrow Board	DAY



























STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: KLUG BROS., INC.

Authorized Signature: Mark Klug (Pres.) Date: 1-5-17

State of West Virginia

County of Marshall, to-wit:

Taken, subscribed, and sworn to before me this 5 day of JANUARY, 2017.

My Commission expires MARCH 25, 2023.

AFFIX SEAL HERE



[Signature]

# 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: Mark J Klug

Date: 1-5-17

Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** 17 000006 12 -5

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

KLUG BROS. INC.  
Full Company Name

Mary Klug  
Authorized Signature

1-25-17  
Date

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