



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1299981

Procurement Type: Central Master Agreement

Vendor ID: 000000203375

Legal Name: KELLY PAVING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 10/27/2023

Response Time: 9:03

Responded By User ID: kp

First Name: Kathy

Last Name: Flinn

Email: kflinn@shellyandsands.com

Phone: 304-424-7353

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2400000025

Published Date: 10/24/23

Close Date: 10/31/23

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO\_1 Asphalt Materials, Pick Up by Agency

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1299981  
**Solicitation Description:** ADDENDUM NO\_1 Asphalt Materials, Pick Up by Agency  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-10-31 13:30	SR 0803 ESR10272300000002054	1

**VENDOR**  
 000000203375  
 KELLY PAVING INC

**Solicitation Number:** CRFQ 0803 DOT2400000025  
**Total Bid:** 0  
**Response Date:** 2023-10-27  
**Response Time:** 09:03:03  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **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 Pickup	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121600			

**Commodity Line Comments:**

**Extended Description:**

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 1299981			<b>Reason for Modification:</b>
<b>Doc Description:</b> Asphalt Materials, Pick Up by Agency			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-10-10	2023-10-31 13:30	CRFQ 0803 DOT2400000025	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000203375  
**Vendor Name :** KELLY PAVING, INC.  
**Address :** P.O. BOX 366  
**Street :**  
**City :** WILLIAMSTOWN  
**State :** WEST VIRGINIA **Country :** USA **Zip :** 26187  
**Principal Contact :** ROGER THOMAS  
**Vendor Contact Phone:** 304-424-7353 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Kristine E James  
 304-414-7104  
 kristy.e.james@wv.gov

**Vendor Signature X** *Roger Thomas* **FEIN#** 55-0583614 **DATE** 10/31/23

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials Pick Up by Agency contract for use by WVDOH on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Per the Bid Requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Materials Pickup	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #
30121600			

**Extended Description:**

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.



<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-10-20

	Document Phase	Document Description	Page
DOT2400000025	Final	Asphalt Materials, Pick Up by Agency	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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



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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: October 20, 2023 by 10:00am

Submit Questions to: John Estep  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: john.w.estep@wv.gov

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

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

**Bid Delivery Address and Fax Number:**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:  
BUYER: JOHN ESTEP  
SOLICITATION NO.: CRFQ 0803 DOT2400000025  
BID OPENING DATE: October 31, 2023  
BID OPENING TIME: 1:30 PM  
FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: October 31, 2023 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

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

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

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

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

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

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

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

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials Pick Up by Agency contract for use by WVDOH on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **"ADO" or Agency "Delivery Order"** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  
  - 2.2 **"Approved Source," "Approved Plant," "Approved Product," or "Approved Vendor"** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  
  - 2.3 **"Asphalt," "Hot Mix Asphalt" and "HMA"** - Terms used interchangeably for asphalt.
  
  - 2.4 **"Contract Item" or "Contract Item(s)"** – Contract Items are identified in Section 3.2 of this Solicitation.
  
  - 2.5 **"Contractor" or "Vendor"** - interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  
  - 2.6 **"ESAL"** – means equivalent single axle load. ESAL establishes a damage relationship for comparing the effects of axles carrying different loads.

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

- 2.7 **“FOB” or “Free on Board”** – indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.8 **“MCS&T”** - The WVDOH Materials Control, Soils and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>.
- 2.9 **“MP”** - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers referenced throughout these Contract Specifications are available at:  
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.10 **“PG”** – Performance Graded.
- 2.11 **“Plant Run”** is an asphalt mixture available for purchase through the Vendor, which was not initially produced for WVDOH use, but is available for WVDOH purchase as a substitute. At the determination and request of the WVDOH District Engineer, or their designee, Plant Run material may be substituted at a flat rate for **Contract Items 1 through 17**.
- 2.12 **“Pricing Pages”** - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** which are used to evaluate the Solicitation responses. The sourced Asphalt Plant name and location shall be identified on each Pricing Page submission. Bids with multiple Asphalt Plants will require multiple Pricing Page submissions, one for each plant listed.
- 2.13 **“Solicitation”** – means the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.14 **“Standard Specs”** – used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.15 **“WVDOH” or “Agency”**–means the West Virginia Division of Highways.

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

**3. GENERAL REQUIREMENTS:**

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform to, but is not limited to, the requirements of Sections 401, as amended.

**Note:** All coarse aggregate used for any items listed in this contract shall meet the requirements of Section 703 of the Standard Specifications. Note 1 of Section 401.2 of the 2023 Standard Specifications shall not apply.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2.1 Asphalt Materials: Contract Items 1 through 17,** are considered Materials. Materials from this contract SHALL ONLY be purchased when the pick-up of those materials is by WVDOH forces or other agency as describe in Section 6.2.

**3.2.2 Plant Run Asphalt, Contract Item 18,** may be substituted for Contract Items 1 through 17 only when the use of Plant Run has been requested by the WVDOH District Engineer, or their designee, having determined that the Plant Run material is suitable for use; and only when all other equivalent items of material are not available. All Plant Run material shall meet the Standard Specs, or in instances where the Plant Run material was produced for a neighboring state, must meet the specifications of the adjacent state highway department, unless otherwise deemed acceptable by the WVDOH District Engineer, or their designee.

**3.2.3 Performance Graded Binder, Contract Items 19 and 20,** is a surcharge to compensate the Vendor for supplying Asphalt when PG Binder is substituted for the standard binder.

**3.2.4 ESAL Surcharge, Contract Items 21 and 22,** is a surcharge to compensate Vendor for supplying other necessary aggregates or mix types when the asphalt design mix requires an ESAL rating of 3 million or greater. Mixes requiring less than 3 million ESAL's do not qualify for this surcharge.



**REQUEST FOR QUOTATION**  
**Asphalt Materials, Pick Up by Agency**

---

**Seasonal Readiness:** It is WVDOH's intention that WVDOH forces shall commence spring pothole patching as early as the weather permits and once started, early pothole patching work shall be continuous, as weather permits. Awarded Vendors should have their asphalt plant(s) operational and available for asphalt production, upon WVDOH request and weather permitting, no later than March 16th. As per Section 8.1, if the low bid Vendor is not operational and available for asphalt production, WVDOH will consider this as a Delivery Order refusal, and the WVDOH will obtain the goods or services from the next low bid Vendor who is available.

**3.2.5 Off-Season Plant Opening, Contract Items 23 and 24,** is necessary if a Vendor is required to open their plant in the off-season to service the needs of the WVDOH, in which case an additional payment will be made. The Vendor will be paid an additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

**3.2.5.1** Payment for this item can only be authorized and made during the winter months, i.e., between December 15<sup>th</sup> and March 15<sup>th</sup>, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer or their designee, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

**3.2.5.2** Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

**A.** Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

**REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency**

---

**B.** The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

**3.2.5.3** A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

**PRICE ADJUSTMENTS:**

**3.3 Price Adjustment of Asphalt Cement:** Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for **Contract Items 1 through 18** is provided for in the Standard Specs Section 109, as amended. Refer to the table in Figure 4.1.

**FIGURE 4.1**

<b>Contract Item</b>	<b>Description</b>	<b>AC (Average Asphalt Content)</b>
1	Section 401 – Base I	3.9
2	Section 401 – 25mm Superpave	4.4
3	Section 401 – Base II	5.0
4	Section 401 – Patch and Level	5.0
5	Section 401 – Wearing IV	5.2
6	Section 402 – Wearing IV	5.1
7	Section 401 – 19mm Superpave	4.7
8	Section 401 – Scratch Course	6.2
9	Section 402 – 9.5mm Superpave	6.1
10	Section 401 – Wearing I	6.1
11	Section 402 – Wearing I	6.0
12	Section 401 – 4.75mm Superpave	7.6
13	Section 402 – 4.75mm Superpave	7.2

(Continued on Next Page)

**REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency**

**FIGURE 4.1 (Continued)**

<b>Contract Item</b>	<b>Description</b>	<b>AC (Average Asphalt Content)</b>
14	Section 401 – Wearing III	7.3
15	Section 402 – Wearing III	7.5
16	Section 401 – 12.5mm Superpave	5.6
17	Section 402 – 12.5mm Superpave	5.6
18	Plant Run	5.7

- 3.4 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel):** Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for applicable items shall be per Standard Specs 109.9, as amended, with the exception that Factor “C” in the Price Adjustment for Fuel formula is to be broken down by component, as shown in Figure 4.2.

The Price Adjustment for Fuel formula to be utilized for this contract is:

$$Pa = [(Mbp + Cbp) - 1.00] \times Cbp \times C \times Q$$

Where: Pa = Price Adjustment  
Mbp = Monthly base price at time of placement  
Cbp = Contract Base Price at time of bidding  
C = Cost Adjustment Factors per Unit, as per Figure 4.2  
Q = ‘As Constructed’ Quantity

**FIGURE 4.2**

<b>Description</b>	<b>Factor</b>	<b>Unit</b>	<b>Applicable Item</b>
Asphalt Material	0.43	Tons	Contract Items 1-18

**The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for October 2023. Contract Base Price at time of bid will be based on October 2023.**

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>

- 4. ACCEPTANCE PLAN:** Quality control at the plant shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with Section 401 of the Standard Specifications. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP’s, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of these contract specifications. The low bid vendor will be determined at the time of need.

**5.1.1 DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. The WVDOH District Engineer or their designee shall factor in the proximity of plant to the project site and related haul/fuel expenses when determining low bid vendor.

WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total as set forth in this section.

**5.2 Pricing Pages Spreadsheet:** Vendor shall complete the Pricing Pages spreadsheet by first reading the Vendor Instructions section at the top of the Pricing Pages, Attachment A (ATT A), then completing Parts I, II and III of the spreadsheet. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

**5.2.1 Vendor Instructions:**

- **Part I: VENDOR ASPHALT PLANT INFORMATION (Required):** Vendor shall provide their name, Asphalt Plant Name, and Asphalt Plant Location (911 address). Failure to list the Asphalt Plant Name and Location will result in disqualification of all bids on associated Pricing Pages spreadsheet.
- **Part II: WVDOH DISTRICTS SERVED BY ASPHALT PLANT (Required):** Vendor shall mark all WVDOH Districts which the stated Vendor and Asphalt Plant may serve.
- **Part III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID (Required):** Vendor shall list their bid price, per unit of measure, for each Contract Items they intend to bid. Vendors may bid any or all Contract Items on the Pricing Pages spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item(s).

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

**5.2.2** The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

**5.2.3** Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. Vendors should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

**5.2.4** Changing a column or row description, Contract Item description, unit of measure on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of the Contract Item bid on the altered line.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 6.2 shall result in the disqualification of Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

**5.3 Cooperative Contracting:** The purchase prices on all Contract Items on this contract shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

**5.4 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

**6. ORDERING AND PAYMENT:**

- 6.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 6.2 Agency Delivery Order (“ADO”):** District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project’s requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to “Final”, prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the Vendor via mail, email or fax. **Verbal communication with the Vendor is not considered an official order.** In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.
- 6.3 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia’s Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor’s Office. The Vendor may visit the WV State Auditor’s website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH’s discretion.

**7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

- 7.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall notify the WVDOH within two (2) hours of receipt of their inability to provide the product, otherwise the WVDOH will consider the Delivery Order as accepted and will commence with pick up as stated on the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or

REQUEST FOR QUOTATION  
Asphalt Materials, Pick Up by Agency

---

services from another low bid Vendor or proceed with an Emergency Purchase from the open market. Upon Vendor's acceptance, WVDOH should submit an ADO in wvOASIS.

**7.2 Availability Time:** Vendor shall have ordered product available for pick up by agency within no more than one (1) working day after the order is received. Vendors shall have material available for pick up in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum quantity is met.

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

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

**7.4 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**REQUEST FOR QUOTATION**  
**Asphalt Materials, Pick Up by Agency**

---

**8. VENDOR DEFAULT:**

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
  - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.



**REQUEST FOR QUOTATION**  
**Asphalt Materials, Pick Up by Agency**

---

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

**Contract Manager:** ROGER THOMAS  
**Telephone Number:** 304-424-7353  
**Fax Number:** 740-373-6505  
**Email Address:** rthomas@shellyandsands.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

Asphalt Materials Pick Up by Agency  
**ATTACHMENT A PRICING PAGE (ATT A)**

**VENDOR INSTRUCTIONS:**

Vendor shall complete Parts I, II and III below in their entirety. Failure to provide the Asphalt Plant Name and Asphalt Plant Location will result in the **disqualification** of corresponding bid. Vendor must complete a separate Pricing Page (ATT A) for EVERY sourced Asphalt Plant providing Contract Items for Pick Up by WVDOH forces.

**PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)**

Vendor Name:	KELLY PAVING, INC.
Asphalt Plant Name:	KELLY PAVING, INC. PLANT #14
Asphalt Plant Location:	123 DODD DRIVE
(911 Address)	ST MARYS WV 26170
Latitude Coordinate:	39 26' 35.45" N
Longitude Coordinate:	81 7' 41.42" W

**PART II: WVDOH DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required).** Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>District 1:</b> Boone, Clay, Kanawha, Mason and Putnam counties                           |
| <input checked="" type="checkbox"/> | <b>District 2:</b> Cabell, Lincoln, Logan, Mingo and Wayne counties                          |
| <input checked="" type="checkbox"/> | <b>District 3:</b> Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties       |
| <input checked="" type="checkbox"/> | <b>District 4:</b> Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties      |
| <input checked="" type="checkbox"/> | <b>District 5:</b> Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties |
| <input checked="" type="checkbox"/> | <b>District 6:</b> Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties                |
| <input checked="" type="checkbox"/> | <b>District 7:</b> Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties              |
| <input checked="" type="checkbox"/> | <b>District 8:</b> Pendleton, Pocahontas, Randolph and Tucker counties                       |
| <input checked="" type="checkbox"/> | <b>District 9:</b> Fayette, Greenbrier, Monroe, Nicholas and Summers counties                |
| <input checked="" type="checkbox"/> | <b>District 10:</b> McDowell, Mercer, Raleigh and Wyoming counties                           |

**PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.**

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Asphalt Section 401 - Base I	TON	80.00
2	Asphalt Section 401 - 25mm Superpave	TON	86.00
3	Asphalt Section 401 - Base II	TON	84.00
4	Asphalt Section 401 - Patch and Level	TON	84.00
5	Asphalt Section 401 - Wearing IV	TON	85.00
6	Asphalt Section 402 - Wearing IV	TON	96.00
7	Asphalt Section 401 - 19mm Superpave	TON	86.00
8	Asphalt Section 401 - Scratch Course	TON	90.00
9	Asphalt Section 402 - 9.5mm Superpave	TON	100.00
10	Asphalt Section 401 - Wearing 1	TON	90.00
11	Asphalt Section 402 - Wearing 1	TON	95.00
12	Asphalt Section 401 - 4.75mm Superpave	TON	N/A

Asphalt Materials Pick Up by Agency  
**ATTACHMENT A PRICING PAGE (ATT A)**

**PART I: VENDOR & ASPHALT PLANT INFORMATION (Required)**

Vendor Name:	KELLY PAVING, INC.
Asphalt Plant Name:	KELLY PAVING, INC. PLANT #14
Asphalt Plant Location:	123 DODD DRIVE
(911 Address)	ST MARYS WV 26170
Latitude Coordinate:	39 26' 35.45" N
Longitude Coordinate:	81 7' 41.42" W

**PART II: WVDOT DISTRICTS SERVED BY ABOVE ASPHALT PLANT (Required).** Mark all Districts which include one or more counties served by the Asphalt Plant listed above in Part I.

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

**PART III: ENTER PRICE PER UNIT OF MEASURE FOR CONTRACT ITEMS BID.**

Contract Item #	Contract Item Description	Unit of Measure	List Price
13	Asphalt Section 402 - 4.75mm Superpave	TON	N/A
14	Asphalt Section 401 - Wearing III	TON	98.00
15	Asphalt Section 402 - Wearing III	TON	N/A
16	Asphalt Section 401 - 12.5mm Superpave	TON	92.00
17	Asphalt Section 402 - 12.5mm Superpave	TON	100.00
18	Asphalt Plant Run	TON	90.00
19	Surcharge for PG Binder - 64H minus 22	TON	6.00
20	Surcharge for PG Binder - 64E minus 22 - ordered in 400 ton increments	TON	15.00
21	ESAL Surcharge - 3 million to 20 million ESALs	TON	0.30
22	ESAL Surcharge - Greater than 20 million ESALs	TON	0.45
23	Off-Season Plant Opening - First Day	DAY	5000.00
24	Off-Season Plant Opening - Each Additional Day	DAY	500.00



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 1299981			<b>Reason for Modification:</b> ADDENDUM NO_1 Vendor Question and Response
<b>Doc Description:</b> ADDENDUM NO_1 Asphalt Materials, Pick Up by Agency			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-10-24	2023-10-31 13:30	CRFQ 0803 DOT2400000025	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 000000203375  
**Vendor Name :** KELLY PAVING, INC.  
**Address :** P.O. BOX 366  
**Street :**  
**City :** WILLIAMSTOWN  
**State :** WEST VIRGINIA **Country :** USA **Zip :** 26187  
**Principal Contact :** ROGER THOMAS  
**Vendor Contact Phone:** 304-424-7353 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** *Roger Thomas* **FEIN#** 55-0583614 **DATE** 10/31/23

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways, to establish an open-end Asphalt Materials Pick Up by Agency contract for use by WVDOH on preventive maintenance and repair projects throughout the state of West Virginia, from the Vendor's plant. Per the Bid Requirements, specifications, terms and conditions attached to this solicitation.

**INVOICE TO****SHIP TO**

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Materials Pickup	0.00000	TON		

**Comm Code****Manufacturer****Specification****Model #**

30121600

**Extended Description:**

Vendor shall use the ATT A (Pricing Pages) for providing its actual Bid. Vendors Note: Do NOT enter prices on commodity lines in OASIS.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2023-10-20

# SOLICITATION NUMBER: CRFQ DOT2400000025

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2400000025 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 10/31/2023 at 1:30pm

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Solicitation Number #CRFQ DOT2400000025

Responses to Questions from Vendors

**Question 1**

Is it the intention that the State utilize the October price index for Asphalt and Fuel as the Baseline index for these contracts. I'm inquiring since the November information will likely be available since the contract closes on Oct 31st, however since the contract is closing in October I assume the State would likely utilize the October one as the baseline.

**Answer 1**

Per Section 3.4 in the Contract Specifications, "The bidding index for asphalt and fuel will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for October 2023. Contract Base Price at time of bid will be based on October 2023."

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT240000025**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

KELLY PAVING, INC.

\_\_\_\_\_  
Company

*Roger Thomas*  
\_\_\_\_\_  
Authorized Signature

10/31/23  
\_\_\_\_\_  
Date

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