



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

# Request for Quotation

RFO NUMBER  
 6612C029

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 804-558-2402

VENDOR

\*325111705      724-353-2700  
 HEI WAY LLC  
 290 NORTH PIKE RD  
 SARVER PA 16055-9735

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/01/2012				

BID OPENING DATE: 06/27/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		TN		745-67		
WINTER GRADE BITUMINOUS PATCHING  OPEN-END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY MODIFIED WINTER GRADE BITUMINOUS PATCHING MIXTURE TO DISTRICTS ONE THROUGH TEN PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Glenn H. Seelman</i>	TELEPHONE (724) 353-2700	DATE June 11, 2012	
TITLE Vice President	FEIN 263117912	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### INSTRUCTIONS TO BIDDERS

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



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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						

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<p>AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 6612C029</p> <p>BID OPENING DATE: 06/27/2012</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- (724) 353-2888 -----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Glenn Heilman, Vice President -----						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL:						

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## 1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications shall apply to the administration of the Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways', Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

The terms "Contractor" and "Vendor" used in the above specifications and throughout this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 Supplemental Specifications may be obtained from:

West Virginia Division of Highways  
 Contract Administration Division  
 Building Five, Room 722  
 1900 Kanawha Boulevard, East  
 Charleston, West Virginia 25305

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

## 2. SCOPE OF WORK

The purpose of this contract is to provide for all labor, materials and equipment necessary to supply Modified Winter Grade Bituminous Patching Mixture (Cold Mix) to the various locations listed in Section 13, Bid Schedule. Actual quantities to be delivered to each location will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required.

## 3. DESCRIPTION

The patching material shall be composed of a suitable aggregate, plant mixed with a liquid asphalt material and chemical anti-stripping additives. The material shall maintain adhesive qualities for all moisture conditions in the patched areas, except those having standing water.

#### 4. MATERIALS

##### AGGREGATE

The coarse aggregate shall be a clean material consisting of crushed stone, crushed gravel or slag, meeting the requirements of the Division of Highways' Standard Specifications subsections 703.1, 703.2 and 703.3 respectively. Fine aggregate shall meet the requirements of the Division of Highways' Standard Specifications Subsection 702.3.

Allowable standard aggregate sizes shall be #89, #9, or a blend composed of #8 with a minimum of 50% #9. The aggregate gradation shall be as recommended by the liquid asphalt supplier.

The gradation shall be determined in accordance with AASHTO T27 and AASHTO T11.

The aggregate fraction of the final mixture shall meet the crushed particle requirements of Division of Highways' Standard Specifications Subsection 703.2.2. Questionable aggregates shall be tested as per MP 703.00.21, except the No. 8 sieve will be used.

##### ASPHALT MATERIAL

The asphalt material shall be liquid asphalt containing a minimum of 2.5% chemical anti-stripping additives meeting the requirements of the liquid asphalt supplier.

Results from the following test methods and any additional tests conducted by the liquid asphalt supplier shall be presented to the respective Division of Highways District Materials Engineer/Supervisor for review prior to production.

##### Modified Asphalt Test

- (1) Flash Point °C (°F) - AASHTO T79
- (2) Kinematic Viscosity in cSt at 60°C (140°F)  
Requirement – 350 to 500 cSt - AASHTO T201
- (3) Water (%) - Requirement - 0.2% maximum - AASHTO T55
- (4) Distillate Test - AASHTO T78
  - % To 225°C (437°F)
  - % To 260°C (500°F)
  - % To 315°C (600°F)
  - Residue (%) at 360°C (680°F)

##### Residue Tests

- (5) Ductility at 25°C (77°F) - AASHTO T51
- (6) Solubility Test - AASHTO T44

##### COMPOSITION OF MIXTURE

The aggregates and asphalt material shall be combined in such proportions that the composition by weight of the finished mixture shall meet the requirements of the plant mix formula.



The aggregate fraction of the mixture shall be evaluated in accordance with AASHTO T27 and AASHTO T11 and shall meet the requirements of the plant mix formula range. Any material failing to meet specification requirements on any sieve shall not be approved.

The minimum amount of asphalt shall be as indicated in the table below. The amount of asphalt shall be sufficient to thoroughly coat the aggregate particles and provide enough adhesion to hold the compacted particles together under traffic conditions when properly placed and to assure that the aggregate particles remain sufficiently coated after stockpiling.

Minimum Asphalt Content for Modified Patching Mixture		
Aggregate Type	#89 or Blend of #8 with minimum of 50% #9	#9
% Asphalt <sup>Note-1</sup>	5.5%	6.0%

**Note-1:** Add a minimum additional 0.5% asphalt to the above values for mixtures containing high-absorptive aggregates (>1.5%)

#### PLANT MIX FORMULA

The plant mix formula shall be in accordance with the recommendations of the liquid asphalt supplier. The plant mix formula composition report, which shall include the percentage of chemical anti-stripping additive, shall be forwarded to the District Materials Supervisor/Engineer before the mixture is produced.

#### CHANGES IN PLANT MIX FORMULA

Should the contractor at any time propose to change the source of aggregate in the mixture, the definite asphalt content or change the source of the bituminous material, the provisions of the Division of Highways' Standard Specifications Subsection 401.4.2 shall apply.

#### QUALITY CONTROL TESTING

Quality control is the responsibility of the contractor. Quality control testing shall include daily asphalt content and gradation analysis of the design aggregate structure during production. Since the aggregate and asphalt material are required to be measured separately and accurately to the proportions of the plant mix formula, the asphalt content may be determined by calculating the percentage by total weight of mixture. However, all standard methods of determining the asphalt content of the mixture that are allowed for hot mix asphalt under Section 401 of the Division of Highways' Standard Specifications are acceptable. The ignition oven test method, AASHTO T308, would require an asphalt content correction factor, however, due to the low flash point of most asphalts used in cold mix, this test method is not recommended. If the AASHTO T164 solvent extraction test method is used, a non-chlorinated solvent may be substituted for the standard specified solvent and the test method may be modified as per the recommendations of the solvent manufacturer/supplier.

In addition, for each day of production, the completed mixture shall be tested for aggregate coating as follows:

Obtain a 100 – 150 gram sample and allow it to cure to normal laboratory temperature. Place the sample in a glass jar of sufficient size that the loose sample will protrude to a level of no more than half of its capacity. Cover the sample with water to approximately three-quarters of the capacity of the jar. Place a tight fitting cover on the jar and allow it to stand for a period of 20 to 24 hours at normal laboratory temperature. The sample jar shall then be vigorously agitated for a period of 30 seconds. Pour the water from the jar, remove the sample, and spread it on a flat light-colored surface (nonstick laboratory paper is recommended). Allow the sample to air dry and visually examine it for stripping of the asphalt film from the aggregate. Estimate the amount of coated aggregate. Any thin brownish, translucent areas are to be considered fully coated with an asphalt film. Document the results of this test. The mixture shall be considered acceptable if at least 95% of the aggregate is coated. Insufficient coating may require reworking of the mixture and/or an additional amount of anti-stripping additive.

### ACCEPTANCE OF THE MIXTURE

Acceptance shall be the responsibility of the Division of Highways. This shall be accomplished by monitoring the contractor's quality control testing and reviewing all test data relevant to the mixture.

In addition, if the completed mixture shows signs of stripping, the Division of Highways shall choose to either monitor the contractor's quality control aggregate coating test or conduct their own test and visually estimate the amount of coated particles. Document the results of this test. Although this is a visual estimation, the contractor should be immediately notified if the Division of Highway's test results are below 95%. A low coating percentage should be an indicator for the Division of Highways to closely monitor the mixture after stockpiling. All Division of Highways' testing shall be performed by the Division of Highways' District Materials Section.

After the mixture is stockpiled on the Division of Highways' lot, it shall be visually evaluated for any appearance of excessive non-fully coated aggregate particles. If considered necessary, the Division of Highways shall evaluate the mixture in accordance with ASTM D2489 (based on two-sample average) to determine if at least 97% of the coarse aggregate particles are fully coated. This evaluation shall take place within the first week after stockpiling. If the mixture is less than 97% coated, the contractor will be required to provide new material or remove the existing stockpile material from the Division of Highways' lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the Division of Highways' lot, at no additional cost to the Division of Highways.

### PREPARATION OF MIXTURE

The aggregate shall be heated to insure that it is surface dry at the time of mixing; however, the aggregate temperature shall not exceed the safe temperature recommended by the liquid asphalt supplier. The liquid asphalt shall not be heated beyond the safe temperature recommended by the liquid asphalt supplier. Care shall be taken to prevent local overheating.

The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until the particles of aggregate are coated. The temperature of the finished mixture shall not be greater than the maximum temperature recommended by the liquid asphalt supplier.

## WORKABILITY

The mixture shall be stockpiled on the vendor's site for 14 days or until the internal mixture temperature is within 10°F of ambient temperature without stripping and when taken from a stockpile, shall be capable of being shoveled, raked, spread and compacted.

At the end of the stockpiling period on the contractor's yard, the mixture shall be tested in accordance with ASTM D2489 (based on two-sample average). The total amount of non-fully coated particles shall not exceed 3%. The contractor shall provide the ASTM D2489 test results to the Division of Highways on Form T410 Degree of Particle Coating of Bituminous-Aggregate Mixtures which is provided by the Division of Highways District Materials Section. See Appendix A.

If the material fails to conform to the requirements of the specifications, the contractor may rework the existing material or provide new material.

## STORAGE

The mixture shall be maintained on the contractor's property in stockpiles not exceeding a height of four feet (4') until the internal mixture temperature is within 10°F of the ambient temperature. In addition, the top of all stockpiles shall be leveled to eliminate any peaked areas.

The mixture shall contain sufficient asphalt that is capable of coating the aggregate without stripping. After stockpiling on the Division of Highways' lot, the mixture shall have a maximum of 5% non-fully coated particles after the first week and up to 90 days from delivery when evaluated in accordance with ASTM D2489 (based on two-sample average). This coating determination may be based on the Division of Highways' visual inspection, if coating is not a problem or based on Division of Highways' testing when the amount of non-fully coated particles appears questionable. If stripping occurs, the contractor will be required to provide new material or remove the existing stockpile material from the Division of Highways' lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the Division of Highways' lot.

## **5. BIDDING INSTRUCTIONS**

Vendors may bid to deliver the estimated quantities of material at any or all of the designated delivery sites. Vendors should be cautioned as the quantities listed on the bid schedule are estimates only. It is understood and agreed that the contract shall cover the quantities actually order for delivery, by an Agency Release, whether more or less than the quantities shown on the bid schedule.

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, may be cause for their rejection.

**6. CONTRACT AWARD**

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract for those locations for which their bid is low. The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State.

In the event a Vendor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specifications, the Purchase Order Contract may be cancelled and awarded to the next low bidder.

**7. SAMPLING AND TESTING**

Upon award of contract, the Vendor shall inform the Division of Highways of the location of Vendor's storage sites so that materials may be sampled and tested prior to shipment. Information shall be directed to the respective Division of Highways District Materials Engineers/Supervisors.

**8. WEIGHING MATERIALS DELIVERED BY TRUCK**

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

**9. SUPPLYING OTHER ORGANIZATIONAL ENTITIES**

County Courts, Municipalities, School Boards, other political subdivisions and governmental entities, etc., may have a need for these materials, and Vendors may wish to supply that need. Accordingly, bidders may wish to extend their contract prices to these other entities. If the bidder wishes to supply these other entities, but with prices different from those quoted for the Division of Highways, the bidder shall include a set of bid schedules clearly and unambiguously marked for the express use of entities other than the Division of Highways. Failure by the bidder to include a set of bid schedules for other entities will be taken to mean that the bid schedules extended to the Division of Highways will also be extended to these other entities.

In the event any Vendor does not wish to extend the prices, terms and conditions of this bid and subsequent contract to other entities of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways; that is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

**10. PRODUCTION SCHEDULE**

Vendor should produce material within two weeks of receipt of the Agency Release.

**11. VENDOR'S INVOICES**

Vendor's invoices must be submitted in original and one copy containing the following:

- a. Division of Highway's Agency Release Number and this Contract Number.
- b. Total quantity and unit price with the total cost of the material furnished.

Note: Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

**12. PURCHASING CARD ACCEPTANCE**

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any State agency as a condition of award.



T410  
10-08

**West Virginia Division of Highways**  
Degree of Particle Coating of Bituminous-Aggregate Mixtures  
ASTM D2489

Lab Number:	Date Tested:
Technician:	Cold-Mix Type:
Cold-Mix Source:	
Cold-Mix Stockpile Location:	
Test Sample Number 1	
(A) Total Number of Particles:	(B) Number of coated particles:
(C) Percentage of Coated Particles = $( B / A ) \times 100$ :	
Test Sample Number 2	
(D) Total Number of Particles:	(E) Number of coated particles:
(F) Percentage of Coated Particles = $( E / D ) \times 100$ :	
Average Percent Coated Particles = $( C + F ) / 2$ :	
Pass / Fail:	
97% Coating Requirement for First Week After Stockpiling 95% Coating Requirement Up To 90 Days After Stockpiling	
Remarks:	

## 13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
--------------	--------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 1

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Boone	Clinton @ WV85	TON	275	NO	BID
Boone	Rock Creek	TON	250		
Boone	Seth	TON	75		
Clay	Widen Road & CR 11	TON	200		
Clay	Maysel	TON	0		
Kanawha	Chelyan	TON	200		
Kanawha	Elkview	TON	100		
Kanawha	North Charleston	TON	100		
Kanawha	St. Albans	TON	100		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	TON	50		
Kanawha	I-77 @ Sissonville	TON	40		
Kanawha	I-79 @ Amma	TON	30		
Kanawha	Corridor G @ Alum Creek	TON	30		
Mason	Pt. Pleasant	TON	200		
Putnam	Red House	TON	75		
Putnam	Hurricane @ Rt. 34	TON	75		
Putnam	Scary	TON	30		

**NOTE:** The "Bid Schedule" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
--------------	--------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 2

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost		
Cabell	Barboursville	TON	200	/	/		
Cabell	I-64 @ Huntington	TON	20				
Lincoln	West Hamlin	TON	40				
Lincoln	Yawkey	TON	15				
Lincoln	Harts	TON	25				
Logan	Corridor G @ Chapmanville	TON	60				
Logan	Wilkinson	TON	60				
Logan	Man	TON	40			NO	BID
Mingo	Mingo County @ Miller's Creek	TON	50			/	/
Mingo	Gilbert	TON	25				
Wayne	Crum	TON	75				
Wayne	Pritchard	TON	100				
Wayne	Wayne	TON	100				



## 13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix \*\*  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 3

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Calhoun	Millstone	TON	200	\$111.94	\$22,388.00
Jackson	Ripley	TON	300	\$111.94	\$33,582.00
Jackson	I-77 @ Medina	TON	20	\$111.94	\$2,238.80
Pleasants	Belmont	TON	0	\$111.94	\$111.94
Pleasants	St. Mary's (Colin-Anderson Lot)	TON	0	\$111.94	\$111.94
Ritchie	APD Pennsboro	TON	0	\$111.94	\$111.94
Ritchie	Ellenboro	TON	75	\$111.94	\$8,395.50
Ritchie	Corridor D @ Nutter Farm	TON	0	\$111.94	\$111.94
Ritchie	Smithville	TON	30	\$111.94	\$3,358.20
Roane	Lefthand @ WV 36	TON	50	\$111.94	\$5,597.00
Roane	Ambler Hill @ US 119	TON	0	\$111.94	\$111.94
Roane	Spencer	TON	200	\$111.94	\$22,388.00
Wirt	Elizabeth	TON	75	\$111.94	\$8,395.50
Wood	Parkersburg @ Rt. 95S	TON	150	\$111.94	\$16,791.00
Wood	Corridor D @ River Hill	TON	0	\$111.94	\$111.94
Wood	I-77 @ Mill Run Road	TON	35	\$111.94	\$3,917.90

\*\* Equal mixture bid is HEI-WAY Premium. Job Mix Formula and PENNDOT listing enclosed.

## 13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix \*\*  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 4

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Doddridge	Smithburg	TON	60	\$109.84	\$6,590.40
Harrison	Gore	TON	300	\$109.84	\$32,952.00
Harrison	I-79 @ Lost Creek	TON	75	\$109.84	\$8,238.00
Harrison	APD 50 @ Tunnel Hill	TON	75	\$109.84	\$8,238.00
Marion	Fairmont	TON	100	\$109.84	\$10,984.00
Marion	Mannington	TON	75	\$109.84	\$8,238.00
Monongalia	I-79 @ Goshen Road	TON	15	\$109.84	\$1,647.60
Monongalia	Ridgedale	TON	500	\$109.84	\$54,920.00
Monongalia	Pentress	TON	75	\$109.84	\$8,238.00
Preston	Albright	TON	300	\$109.84	\$32,952.00
Preston	Bruceston	TON	100	\$109.84	\$10,984.00
Preston	Terra Alta	TON	100	\$109.84	\$10,984.00
Preston	Fellowsville	TON	100	\$109.84	\$10,984.00
Preston	Aurora	TON	100	\$109.84	\$10,984.00
Preston	I-68 @ Copper's Rock	TON	25	\$109.84	\$2,746.00
Taylor	Fetterman/Prunytown	TON	75	\$109.84	\$8,238.00

\*\* Equal mixture bid is HEI-WAY Premium. Job Mix Formula and PENNDOT listing enclosed

13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
--------------	--------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 5

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Berkeley	I-81 @ Martinsburg	TON	300	NO BID	BID
Berkeley	I-81 @ Exit 8	TON	0		
Grant	Petersburg	TON	75		
Grant	Mt. Storm	TON	50		
Grant	Corridor H @ Knobley Road	TON	0		
Hampshire	Romney	TON	80		
Hampshire	Capon Bridge	TON	30		
Hampshire	Slanesville	TON	0		
Hardy	Moorefield	TON	75		
Hardy	Baker	TON	75		
Jefferson	Charles Town	TON	100		
Mineral	New Creek	TON	75		
Mineral	Sky Line	TON	25		
Mineral	Short Gap	TON	25		
Mineral	District Headquarters	TON	0		
Morgan	Berkeley Springs	TON	150		
Morgan	Largent	TON	0		

## 13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix \*\*  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 6

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	TON	200	\$99.64	\$19,928.00
Brooke	Weirton	TON	0	\$99.64	\$99.64
Hancock	New Manchester	TON	300	\$99.64	\$29,892.00
Marshall	Glen Dale	TON	1300	\$99.64	\$129,532.00
Marshall	Cameron	TON	700	\$99.64	\$69,748.00
Ohio	Triadelphia	TON	150	\$99.64	\$14,946.00
Ohio	I-70 @ Triadelphia	TON	100	\$99.64	\$9,964.00
Tyler	Centerville	TON	100	\$99.64	\$9,964.00
Tyler	Sistersville	TON	200	\$99.64	\$19,928.00
Tyler	Sistersville Old Headquarters	TON	0	\$99.64	\$99.64
Wetzel	Hundred	TON	100	\$99.64	\$9,964.00
Wetzel	New Martinsville	TON	150	\$99.64	\$14,946.00
Wetzel	Pine Grove	TON	100	\$99.64	\$9,964.00

\*\*Equal mixture bid is HEI-WAY Premium. Job Mix Formula and PENNDOT listing enclosed

## 13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 7

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Barbour	Phillipi	TON	80	/	/
Braxton	Laurel Court	TON	120		
Braxton	I-79 @ Coon Knob	TON	30		
Braxton	I-79 @ Burnsville	TON	30		
Gilmer	Glenville Headquarters	TON	50		
Lewis	Weston (Ben Dale)	TON	80	NO	BID
Upshur	Clow Lot @ Buckhannon	TON	80	/	/
Webster	Cherry Falls	TON	30		
Webster	Cowen	TON	30		
Webster	Hacker Valley	TON	30		

13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 8

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Pendleton	Franklin	TON	100	<del>                    </del>	<del>                    </del>
Pocahontas	Marlinton	TON	25	<del>                    </del>	<del>                    </del>
Randolph	Elkins	TON	125	NO	BID
Tucker	Parsons	TON	60	<del>                    </del>	<del>                    </del>

13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
--------------	--------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 9

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Fayette	Oak Hill	TON	200		
Fayette	Corridor L @ Oak Hill	TON	0		
Fayette	Lookout	TON	100		
Fayette	Glen Ferris	TON	100		
Greenbrier	Lewisburg	TON	125	NO	BID
Greenbrier	Crawley	TON	100		
Greenbrier	I-64 @ Hart's Run	TON	15		
Monroe	Union	TON	275		
Monroe	Peterstown	TON	0		
Nicholas	Summersville	TON	75		
Nicholas	Curtin	TON	25		
Nicholas	Corridor L @ Muddlety	TON	100		
Summers	Hinton	TON	50		

13. BID SCHEDULE

6612C029

Vendor Name:	HEI-WAY, LLC
--------------	--------------

Modified Winter Grade Bituminous Patching Mixture - Cold Mix  
 Delivery: F.O.B. WV Division of Highways Storage Site  
 DISTRICT 10

\*Quantities listed in this RFQ are approximations only. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown below in the Bid Schedule.

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
McDowell	County Headquarters	TON	100	<del>                    </del>	<del>                    </del>
Mercer	County Headquarters	TON	100	<del>                    </del>	<del>                    </del>
Raleigh	County Headquarters	TON	100	NO	BID
Wyoming	County Headquarters	TON	100	<del>                    </del>	<del>                    </del>



# 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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident 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; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **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% resident 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% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: not Signed: HEI-WAY LLC  
 Date: applicable Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: HEY-WAY, LLC.

Authorized Signature: *David W. Helman*, PRESIDENT Date: June 19, 2012

State of Pennsylvania

County of Butler, to-wit:

Taken, subscribed, and sworn to before me this 19<sup>th</sup> day of June, 2012.

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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Glenn H. Helman, Notary Public  
Buffalo Twp., Butler County  
My Commission Expires April 17, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AFFIX SEAL HERE

NOTARY PUBLIC *Glenn H. Helman*



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

**Solicitation**

NUMBER
6612C029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

\*325111705      724-353-2700  
 HEI WAY LLC  
 290 NORTH PIKE RD  
 SARVER PA 16055-9735

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
06/26/2012

BID OPENING DATE: 07/11/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 03		
				ISSUED TO DISTRIBUTE INFORMATION PER THE ATTACHED DOCUMENTATION.		
0001	1	TN		745-67		
				WINTER GRADE BITUMINOUS PATCHING		
				***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL:		

RECEIVED  
 2012 JUL -5 AM 10:5  
 WV PURCHASING  
 DIVISION

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

**SOLICITATION NUMBER: 6612C029**  
**Addendum Number: 3**

---

The purpose of this addendum is to modify the solicitation identified as 6612C029 ("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

**Description of Modification to Solicitation:** Issued to distribute addendum acknowledgement form and move bid opening date and time from 06/27/2012 at 1:30 P.M. to 07/11/2012 at 1:30 P.M.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**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.

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:6612C029**

**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 checked="" 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.

HEI-WAY, LLC  
 290 North Pike Road, Sarver, PA 16055  
Steven H. Heilmann, Vice President  
 Authorized Signature  
  
June 29, 2012  
 Date

MISCELLANEOUS

Go to Index	<b>SPECIAL BITUMINOUS PATCHING MATERIALS</b>	Revision Date: 12/16/2011
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**NOTE: VOC CONTENT NOT CONSIDERED IN APPROVAL PROCESS IN THIS SECTION**

⊛ = Provisionally Approved NPI must be contacted prior to use. RA-pdETIPProductUse@pa.gov

Manufacturer	Product	Ref. No.
CRAF0 Crafcoc, Incorporated 420 N. Roosevelt Ave. Chandler, AZ 85226	Polypatch, Types 1, 2, and 3, Hot Applied ⊛ Crafcoc HP Cold Patch	00-064 11-136
EZSCO EZ Street Company 1786 NW 82 Ave. Miami, FL 33126	⊛ EZ Street Cold Asphalt Patching Material	07-007
HEILM Heilman Pavement Specialties 290 North Pike Rd. Sarver, PA 16055-9735	HEI-Way Gen. Purpose Permanent Patching Material HEI-Way Premium Stockpile Permanent Patching Matl. HEI-Way Latex Modified Permanent Patching Material	83-128 80-077 83-127
INNMU Innovative Municipal U.S., Inc. P.O. Box 712 Niagara Falls, NY 14302	⊛ Propatch High Performance ■■	08-146
LAFR14 Lafarge North America, QPR Div. 12735 Morris Road Suite 200 Alpharetta, GA 30004	⊛ QPR High Performance Cold Patch	04-153
RUSS1 Russell Standard Corp. 990 Hazel Street Akron, OH 44305	Jasa HP Cold Patch	11-123
RUSS2 Russell Standard Corp. 285 Kappa Dr., Ste 300 Pittsburgh, PA 15238	Polypave Stockpile Patch	82-025
SEABD Seaboard Asphalt Products Co. 3601 Fairfield Road Baltimore, MD 21226	Bond-X Green Patching Material	11-125



# PA Publication # 35 - Bulletin 15 Approved Construction Materials

## Overview

Bulletin 15 provides a listing of manufacturers of products approved for use in PennDOT's construction contracts. Customers interested in accessing Bulletin 15 listings should refer directly to either the Bulletin 15 General Index or the Detailed Index. The General Index is a key word index that will guide you to a specific area of the Detailed Index. Customers that are more familiar with Bulletin 15 or already know the particular specification area of interest and applicability may access the Detailed Index directly. From the Detailed Index the customer can directly access the listing for a chosen specification or product area.


Manufacturers requiring information on the Bulletin 15 approval process should proceed to the Preface to Bulletin 15. Suppliers and/or Marketing Representatives are NOT eligible for approval. However, they may obtain approved material from a Manufacturer listed in Bulletin 15 for resale to approved contractors.

It is the responsibility of the manufacturers of approved materials to provide the Department with updates of product and manufacturer information. Non-compliance may result in the removal of the manufacturer and their product(s) from Bulletin 15.

Inaccuracies may occur due to update cycle or information not kept up to date by the manufacturer.

Manufacturers applying to have their product reviewed for listing in Bulletin 15 must complete the latest version of Form CS-4170, "downloadable from [ftp://ftp.dot.state.pa.us/public/pdf/BOCM\\_MTD\\_LAB/PUBLICATIONS/PUB\\_35/CS-4170.pdf](ftp://ftp.dot.state.pa.us/public/pdf/BOCM_MTD_LAB/PUBLICATIONS/PUB_35/CS-4170.pdf).



TR-448A (11-08)  pennsylvania DEPARTMENT OF TRANSPORTATION	<b>JOB MIX FORMULA REPORT</b>		SUPPLIER CODE	MATERIAL CLASS
	JMF NO.		HEIPPA41	
	12	023	Design ESAL'S	
	Year	Number	AGGREGATE SRL	L
			ORIGINAL APPROVAL DATE: 2/1/11	

DATE March, 2012 SPEC HEI-WAY Premium Bul 15 Special Bituminous Patching Material

SUPPLIER NAME HEI-WAY, LLC LOCATION Sarver, PA

BITUMINOUS PLANT TYPE CC TONS PER HOUR approx 130 ECMS NO. \_\_\_\_\_

SR & SEC \_\_\_\_\_ CONTRACTOR \_\_\_\_\_ LOCATION \_\_\_\_\_

Mix Time
Dry   Wet
varies

Material Supplier Code	Material Code	Material Class	% In Mix	Bulk Sp. Gr.	% Absorption
ALC10A14	249	#9	47.8	2.605	1.78
ALC10A14	203	#8	47.7	2.734	0.55
MARA 3	9	PG58-28	4.5		

**JOB MIX FORMULA AND DESIGN**

AC %	.075 mm	.150 mm	.300 mm	.600 mm	1.2 mm	2.4 mm	4.8 mm	9.5 mm	13 mm	19 mm	25 mm	38 mm	50 mm	F/A	Pbe
Design	4.5	2.0				19	65	94	100						
% Virgin AC	4.5	% Reclaimed AC				0.0									

**MIX CHARACTERISTICS (Gyratory)**

Gyrations @ Nini	Gyrations @ Ndes	Gyrations @ Nmax	Design ESAL's	Combined Agg Gravity Gsb	Max Density Gmm	Ndes Density Gmb
% Voids @ Nini	% Voids @ Ndes	% Voids @ Nmax	% VMA @ Ndes	% VFA @ Ndes	Lbs / Cu. Ft.	Specimen Wt

**IGNITION FURNACE DATA**

Oven Make	Set Temp.	Sample Size	AC Correction Factor	#200 Correction Factor
NCAT	538 C	1200g	0.29	0.5

**TSR DATA**

AC Supplier	Dry PSI Strength	Wet PSI Strength	TSR Value	Date TSR's were done	Date of Boil Test

**Combined Aggregate Consensus Properties**

AASHTO T176 Sand Equivalent	AASHTO T304 Uncompacted Void Content	ASTM D5821 Coarse Aggregate Angularity	ASTM D4791 Flat & Elongated

**GRADATION CHART IS PART OF THIS JOB MIX FORMULA**

Designed by Glenn Heilman Date March, 2012  
 Approved and Submitted by *[Signature]* Date 3/2012  
 Reviewed by District Materials Engineer *[Signature]* Date 4/12



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

# Request for Quotation

RFQ NUMBER
6612C029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ALAN CUMMINGS 304-558-2402

VENDOR

\*325111705      724-353-2700  
 HEI WAY LLC  
 290 NORTH PIKE RD  
  
 SARVER PA 16055-9735

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/27/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-67		
ADDENDUM NO. 01 ISSUED TO DISTRIBUTE ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHED. WINTER GRADE BITUMINOUS PATCHING						
***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL:						<i>see enclosed bid sheets</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

---

### INSTRUCTIONS TO BIDDERS

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

7012EC10  
ADDENDUM NO. 1

**ADDITIONAL TERMS AND CONDITIONS**

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- I. Bidder's name
- II. Name of each subcontractor
- III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

- iv. Notation that no subcontractors will be used if the bidder will perform the work
  
  - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
  
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
    - I. The subcontractor listed in the original bid has filed for bankruptcy;
    - II. The subcontractor in the original bid has been debarred or suspended; or
    - III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

**Solicitation**

NUMBER
6612C029

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 304-558-2402

\*325111705 724-353-2700

VENDOR

HEI WAY LLC  
 290 NORTH PIKE RD  
 SARVER PA 16055-9735

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
06/08/2012

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
ISSUED TO CORRECT RFQ NUMBER ON PAGE 2 OF ADDENDUM NO. 1 TO READ: 6612C029						
BIG OPENING DATE AND REMAINS 06/27/12 @ 1:30 P.M.						
0001	1	TN	745-67	WINTER GRADE BITUMINOUS PATCHING		
***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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