



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

State of West Virginia  
 Request for Quotation  
 19 - Highways

Proc Folder: 186601

Doc Description: ADDENDUM 1 - QPR PERMANENT PAVEMENT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-18	2016-03-08 13:30:00	CRFQ 0803 DOT1600000076	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Asphalt RESEARCH TECHNOLOGY, INC dba THE EZ STREET COMPANY  
 1786 N.W. 82ND AVE  
 MIAMI, FL 33126  
 305-663-3090

03/07/16 09:40:16  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Misty DeLong  
 (304) 558-8802  
 misty.m.delong@wv.gov

Signature X

FEIN #

65-0637353

DATE

02-29-16

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

ADDITIONAL INFORMATION:

Addendum 1 - To attach vendor questions and responses. No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways, District Three to establish an open-end contract for QPR (Quality Pavement Repair) bagged patching material, or equal.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS BRIDGE DEPARTMENT HEADQUARTERS 1423 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	QPR, OR EQUIVALENT, BAGGED PATCHING MIXTURE	6000.00000	BAG	\$8.75	\$52,500.00

Comm Code	Manufacturer	Specification	Model #
30121600	EZ50	EZ STREET ASPHALT	50# BAG.

Extended Description :  
 QPR, OR EQUAL, BAGGED PATCHING MIXTURE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-02-15

**SOLICITATION NUMBER: CRFQ DOT1600000076**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as (“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:**

1. Attachment of vendor questions and responses

No other changes made.

**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 -1

**QUESTION ONE:**

The CRFQ requests pricing for 6,000 bags of QPR or Equivalent Patching Mixture and states that the units are bags. How much should the bags weigh?

**ANSWER:**

The bags should weigh a minimum of 50 pounds but no more than 60 pounds.

**QUESTION TWO:**

Item 6.3 on the Specifications Page states that the DOH shall order complete truckloads quantities of pavement repair material. Please quantify a complete truckload quantity (this will impact our delivery costs).

**ANSWER:**

Complete truckload quantities should be between 14 and 16 pallets with 40-65 bags per pallet.

**QUESTION THREE:**

We are interested in placing an offer on the current bid CRFQ 0803 DOT1600000076 and we will like to get the last bid result on it so we can submit our best offer.

**ANSWER:**

The old contract number is 0313C0257. To view bids received for the original solicitation go to the following link - <http://www.state.wv.us/admin/purchase/Bids/FY2013/BO20130306.html>

Bids opened on March 6, 2013. A copy of the bid tab is also attached.

BID TABULATION


PO/Contract No: DOH0313C257 Bid Opening Date: 6-Mar-13

Description: QPR PERMANENT PAVEMENT REPAIR MATERIAL (OPEN END)

Bidder Name & Address	Bid Amount	RVP Requested	Amount w/ RVP		Comments
Greenbrier Excavating & Paving Inc. P O Box 277 Ronceverte, WV 24970	\$23,467.50	n/a	\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%	Awarded Contract: Lowest Responsible Bidder Contact: William Alan O'Brien Fax: 304-645-4610
Eastern Vault Company, Inc. P O Box 1134 Princeton, WV 24740	\$33,232.50	n/a	\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%	Contact: Brian Strubie Fax: 304-425-1171
			\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%	Contact: Fax:
			\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%	Contact: Fax:
			\$0.00 \$0.00 \$0.00	2.5% 3.5% 5.0%	Contact: Fax:

**Notes:**  
Awarded to the lowest responsible bidder meeting specifications per the agency's request. Resident vendor preference is not applicable in and among resident vendors.

I do hereby certify that the above information is true and accurate.

By:   
Alan Cummings #33, Senior Buyer

4/12/13  
Date:

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT1600000076**

**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.

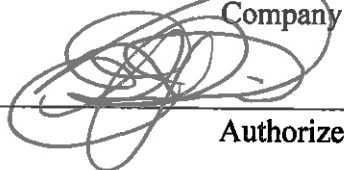
**Addendum Numbers Received:**

(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 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.

EZ STREET COMPANY  
Company

  
Authorized Signature

02-29-16  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

REQUEST FOR QUOTATION  
QPR – Permanent Pavement Repair – or Equal

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation, Division of Highways, District Three to establish an open-end contract for QPR (Quality Pavement Repair) bagged patching material, or equal.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  - 2.5 **“WVDOH”** used throughout this RFQ means West Virginia Division of Highways.
  - 2.6 **“WVDOT”** used throughout out this RFQ means West Virginia Department of Transportation.
  - 2.7 **“ASTM”** means American Society for Testing and Materials.

**3. GENERAL REQUIREMENTS:**

The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for



**REQUEST FOR QUOTATION**  
**QPR – Permanent Pavement Repair – or Equal**

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participation in the RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

**3.1 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.

**3.1.1 QPR pre-bagged patching material, or equal, as defined below:**

**3.1.1.1** QPR or equal must be plant or pug mill mixed high performance pavement patching material capable of storage in an uncovered stockpile for a minimum of 12 months. The asphalt repair material shall be uniform, remain flexible and cohesive to -15°F and be capable of retaining adhesive qualities in wet applications. This material shall be able to be used to repair asphalt, concrete, surface treated roads and shall not require removal or replacement if the pavement repair area is overlaid.

**3.1.1.2** QPR or equal must consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from WVDOT approved sources and representative samples of coarse and fine aggregate shall be from the plant site and laboratory tested at a minimum of once per year. Results from private laboratories are to be forwarded to the WVDOT, if requested. Approved WVDOT sources can be found here:  
<http://www.transportation.wv.gov/highways/mcst/Pages/Listings.aspx>

**3.1.1.3** QPR or equal will be graded, as follows:

<u>Screen Sizes</u>	<u>Percentage Passing</u>
¼"	100
#4	40-90
#8	5-40
#16	0-10
#50	0-6

**3.1.1.4** QPR or equal will meet the following requirements:

ASTM D-1310	200°F minimum
ASTM D-2170	300-4000

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ASTM D-95	0.2% maximum
ASTM D-402 to 437°F	None
ASTM D-402 to 500°F	0-5%
ASTM D-402 to 600°F	0-25%

**3.1.1.5** QPR or equal plant mixing ratio shall be 4.5% to 6% liquid oil blend per finished ton of mixed material.

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the cost of each bag of patching material. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Misty.M.Delong@wv.gov](mailto:Misty.M.Delong@wv.gov).

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

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- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Invoices may be sent to the following address:

West Virginia Division of Highways  
624 Depot Street  
Parkersburg, WV 26101  
Attention: Karen Greenburg

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 15 working days after orders are received. Vendor shall deliver emergency orders within 5 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 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 delivery 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.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

The DOH shall order complete truckloads quantities of pavement repair material. WVDOH delivery location shall be the Quonset hut located near the I-77 and WV47 interchange:

West Virginia Division of Highways  
1423 Mill Run Road  
Parkersburg, WV 26104

- 6.4 Return of Unacceptable Items:** 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 make arrangements 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. If the original packaging cannot be utilized for the return, Vendor will supply the

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Agency with appropriate return packaging upon request. 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.

- 6.5 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.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response

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QPR – Permanent Pavement Repair – or Equal

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to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

- 8.2 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.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 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:** Brandie Wilson  
**Telephone Number:** 305-663-3090  
**Fax Number:** 305-663-0832  
**Email Address:** Brandie@EZ.Jr.

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4.  **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: EZ STREET COMPANY

Signed: 

Date: 02-29-16

Title: CUSTOMER SVC. MANAGER

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: EZ STREET COMPANY

Authorized Signature: [Signature] Lars Segren, SUP Date: 3/2/16

State of FLORIDA

County of MIAMI-DADE, to-wit:

Taken, subscribed, and sworn to before me this 3<sup>RD</sup> day of MARCH, 2016.

My Commission expires MARCH 1, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

