



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
05900125

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

VENDOR

*516130239 330-922-3630
 DJL MATERIAL & SUPPLY INC
 PO BOX 5293
 AKRON OH 44334-0293

SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 08/21/2008	TERMS OF SALE Net 30	SHIP VIA Reg	FOB Job Location	FREIGHT TERMS Included
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BID OPENING DATE: **09/03/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	80,000	LB		135-38	\$0.599	\$47920.00
ELASTOMERIC JOINT SEALER 50 LB. CARTONS (#164 ASPHALT HOT POUR) FOR THE WV DIVISION OF HIGHWAYS I-81 HEADQUARTERS MARTINSBURG, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. CONTACT PERSON: JIMMIE KEES @ 304-267-0085 OR 267-0060 24 HRS. IN ADVANCE TO SET UP DELIVERY TIME. 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). A. APPLICATION IS MADE FOR 2.5% 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 CORPORA- TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD- QUARTERS 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,						

RECEIVED

2008 AUG 28 P 12:30

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 330-922-3630	DATE 8/27/2008
TITLE Manager	34-1318958	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.



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*516130239 330-922-3630
 DJL MATERIAL & SUPPLY INC
 PO BOX 5293
 AKRON OH 44334-0293

DIVISION OF HIGHWAYS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/21/2008	Net 30	Reg	Job Location	Included

BID OPENING DATE: 09/03/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	330-922-3630	8/27/2008
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager	34-1318958	

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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 ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>DJL Material & Supply, Inc.</u></p> <p>DATE: <u>8/27/2008</u></p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 330-922-3630	DATE 8/27/2008
TITLE Manager	FEIN 34-1318958	ADDRESS CHANGES TO BE NOTED ABOVE

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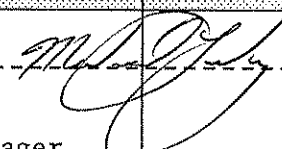
*516130239 330-922-3630
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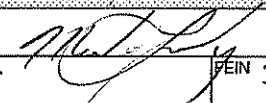
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<p>SIGNED: </p> <p>TITLE: Manager</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 25311</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: 33</p> <p>RFQ. NO.: 05900125</p> <p>BID OPENING DATE: -----</p>						

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	330-922-3630	8/27/2008
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Manager	34-1318958	

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1.	80,000	LB – ELASTOMERIC JOINT SEALER 50 LB CARTONS (#164 ASPHALT HOT POUR)	<u>\$0.599/#</u>	<u>\$47920.00</u>
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NOTE: MATERIAL MUST MEET WV DOT SPECIFICATIONS #708.3
THIS MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D3405

FOR CONCRETE AND ASPHALT PAVEMENTS

FOB: I-81 HEADQUARTERS, MARTINSBURG, WV

DELIVERY CONTACT: JIMMIE KEES (304-267-0085
OR 304-267-0060) 24 HRS IN ADVANCE TO SET UP
DELIVERY TIME:



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

ROADSAVER 221

PART NO. 34221

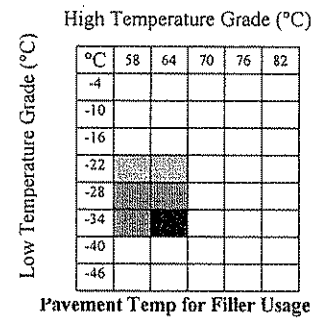
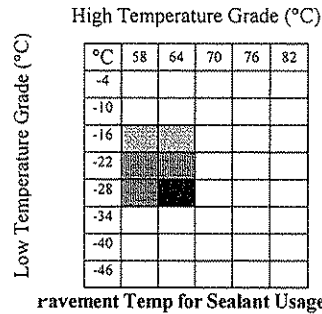
JANUARY 2008

READ BEFORE USING THIS PRODUCT

GENERAL Crafco RoadSaver 221 sealant is a hot-applied asphalt based product used to seal and fill cracks and joints in asphalt or portland cement concrete pavements in moderate to cold climates. RoadSaver 221 is supplied in solid form which when melted and properly applied forms a resilient, adhesive and flexible compound that resists cracking in the winter and is resistant to flow and pick-up at summer temperatures. RoadSaver 221 is used in highway, street, and airfield pavements and is applied to pavement cracks and joints using either pressure feed melter applicators or pour pots. At application temperature RoadSaver 221 is a free flowing, self-leveling product. RoadSaver 221 is a widely used, excellent performing sealant that has been a quality Crafco product for 25 years. VOC = 0 g/l.

USAGE GUIDELINES RoadSaver 221 pavement temperature performance limits are 64-28 for crack sealing and 64-34 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended



SPECIFICATION CONFORMANCE RoadSaver 221 meets all requirements of ASTM D6690 (AASHTO M324), Type II, "Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405 and AASHTO M301). It also exceeds requirements of ASTM D6690 (AASHTO M324), Type I, (formerly ASTM D1190, AASHTO M173), and Federal Specification SS-S-164.



*For details go to Crafco.com

Test	ASTM D6690 (AASHTO M324) Type II Spec. Limits
Cone Penetration	90 max.
Flow	3mm max.
Softening Point	176°F (80°C) min.
Resilience	60% min.
Bond, -20°F (-29°C), 50% ext.	Pass 3 cycles
Asphalt Compatibility	Compatible
Minimum Application Temperature	380°F (193°C)
Maximum Heating Temperature	400°F (204°C)

INSTALLATION The unit weight of Crafco RoadSaver 221 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: D.II. Material & Supply, Inc.

Authorized Signature:  Date: 8/27/2008