



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
6610C018

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2010				

BID OPENING DATE: 04/21/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				SEE ATTACHED		
				BID OPENING DATE AND TIME CHANGED		
				FROM: 04/07/10 @ 1:30 P.M.		
				TO: 04/21/10 @ 1:30 P.M.		
				NO OTHER CHANGES		
0001		TN		745-07		
	1			HOT MIX ASPHALT		
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL:						

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.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) 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).

## Austin, Michael D

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**From:** Pat Parsons [pat@asphaltwv.com]  
**Sent:** Monday, March 15, 2010 4:52 PM  
**To:** Austin, Michael D  
**Cc:** Cole, Steven B; Stollings, W Kyle  
**Subject:** Comments on RFQ 6610C018 HMA Purchase Order Contract

Dear Mr. Austin,

We sincerely appreciate the opportunity to respond to your request for comments and questions regarding RFQ 6610C018, Hot Mix Asphalt Purchase Order contract for the WVDOH. We understand that these issues and others will be discussed at the March 18 mandatory pre-bid meeting. We provide the following for your consideration:

1. We would suggest that the WVDOH clearly state their intent to expand the use of the PO program for project delivery so that all bidders will understand why the bidding documents are being reworked this year.
2. Contract Conditions, page 11, item 4—the last paragraph of this section refers to items of work covered by prevailing wages. We suggest that items V, W AB, AE, AF, AH, AJ and AK should be referenced. Items S and T may be applicable in some situations but not across the board.
3. Contract Completion, page 11—states that lay down work will begin in 5 calendar days. Previous contracts have allowed 15 days. We are curious as to why the schedule would be shortened when the PO program is being expanded.
4. Method of Measurement, page 14, item 6.6.2.3—the third sentence references Item V for “Haul by Vendor” and we believe that should be item U
5. HMA Base..Shoulder Paving, page 15, 6.8—the first paragraph references the proposed finished pavement grade and we believe the reference is meant to be “below the existing pavement grade...” There are concerns that the excavation and paving associated with this activity and the associated bid items do not take into account quantity; whether the job will have excess material/disposal; trucking or need for an approved waste site. It has been suggested that these issues might be addressed thru the use of the profiling (milling) item to handle excavation, in conjunction with the use of Item V for paying for lay down. Items S and T would function as a surcharge bid item for the additional work in the widening operation. This scenario basically reflects how this activity is currently being handled.
6. Item AJ, Milled Rumble Strips, page 21—we suggest a bid item for Mobilization for this activity.
7. Item AK, Pavement Repair, page 21—will this item be used for pothole patching? Do you anticipate PO's that would require the vendor to obtain permits for an approved waste site? Should we consider a quantity based bid structure?
8. Bid Schedule, Items A thru P—are we correct that all these bid items are based on the use of PG 64-22?
9. Bid Schedule, Item Q and R—we suggest that these bid items be based on a minimum quantity and/or that a quantity based bid item be utilized for those mixes impacted by a potential bump in binder grade.
10. Bid Items S and T—as referenced in item # 5, we believe the current contract proposal does not take into account variable quantities and scope of work.
11. QA/QC—it would appear that expanding the use of the PO program may mean that more paving projects will require lot by lot testing. It may be helpful to provide the audience an overview of how lift thickness/total thickness and traffic impact QA testing and the contractors responsibility.
12. B&O Tax—bidders have no way of knowing at the time of bid whether a PO will be subject to a municipal B&O tax. The DOH should eliminate this risk by adding a method of paying B&O tax, when applicable, to the contract. It would not require a bid item and would not impact the low bid or award.
13. Bidding Documents—are provided in an Adobe PDF format which does not allow the vendor to electronically enter data. It would be more user friendly to have this document available in an Excel or Word type document.

Again, we appreciate the opportunity to participate in this discussion of the new PO contract. We welcome your questions in advance of the pre-bid meeting and the chance to discuss all these issues in more detail at the meeting. Thanks!

Pat Parsons  
 Asphalt Pavement Association of WV/EXPO  
 2114 Kanawha Blvd., East  
 Charleston, WV 25311  
 304.342.1166, fax 304.342.7469

Purchase Order Paving Pre-Bid Meeting  
 March 18, 2010 - 1:00 p.m.

Sign-In Sheet

Name	Company	Telephone	Fax	E-mail
RAUDY CIRILLO	BELT PAVING INC	301-729-8994	301-729-0921	rciril@thebeltgroup.com
MARHA E. LEWIS	I.A. Construction Corp	301-724-1760	301-724-0864	mlewis@barrett paving.com
Don Syant	himer Co. New Enterprise Street	814-766-0223	814-766-0224	DKSYMR@NESH.COM
Chris Carey	IA Const. Corp	301-724-1760	301-724-0864	
ALAN O'BRIEN	PAVING GREENBRIER EXCT	304-647-4296	304-645-4610	GEP@WVDSL.NET
BOB LEIGH	Mountainair Contractors Inc.	304-329-2129	304-329-2206	Travis3682003@yahoo.com
John Thomas	Jefferson Asphalt Prod. Co. Inc.	304-725-2539	304-728-8546	japco@Frontier.net
Jason Rutherford	W-L Construction and Paving Inc.	540-662-4008	540-662-4330	j.rutherford@w-lconstruction.com
Andy Villers	CAMDEU MATERIAL	304-424-9709	304-424-7008	A-VILLERS@ASPHALTJL.CO
ROBERT HENN	GREER INDUSTRIES INC.	304-594-1768	304-594-2220	BHENN@GREERINDUSTRIES.COM
Kirk Nuzum	Clack s.Buss Asphalt	304-842-5931	304-842-5986	K.NUZUM@GreenIndustries.com
TIM GOODWIN	BUCKEYE ASPHALT	304-780-6734	304-664-7775	TGOODWIN@GREERINDUSTRIES.COM

Purchase Order Paving Pre-Bid Meeting  
 March 18, 2010 - 1:00 p.m.

Sign-in Sheet

Name	Company	Telephone	Fax	E-mail
Gene T. Haddad	Odd General Contracting Co.	304-622-7683	304-622-6668	GD3775@ <del>com</del> <sup>com</sup>
TRAVIS LIPPY	P&W EXCAVATING, INC.	717-485-5141	717-485-5196	pwidig@pa.net
ED FURRES	I.F. FALLER COMPANY	304-472-8890	304-472-8897	EPHARR@EFTFALLER.COM
Pat Parsons	Asphalt Pavement Assn	304-342-1666	304-342-7469	Pat@asphaltwv.com
J.P. Case	Kenton Meadows Co.	304-364-2400	304-364-5153	jdcase@mspius
Clare Cunningham	Meadows Stone Paving Inc	304-364-5751	304-364-5153	wvdsc.net Cunningham@wvds.net
THOMAS E. WILLIAMS	KELLY PAVING INC.	304-424-7353	740-373-6505	twilliams@shelbyandsondco
DAVE McVicker	KLUG BROS. INC.	304-845-2585	304-845-8710	DJMEU@WINDBREN.NET
Roger K. Jones	Paving & Resurfacing Inc.	304-965-6162	965-1557	RKJDGP@AOL.com
Daron F. Dean	American Asphalt Add.	304-453-6196	304-453-6430	Blacktop Daron AT AOL.COM
Jeremy Black	Blacktop Industries	304-453-6196	304-453-6430	Blacktop Jeremy @AOL.com
Robert E. Scott	Blacktop Industries	304-453-6196	304-453-6430	4

