



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
64110001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

**DIVISION OF HIGHWAYS
 CONSTRUCTION DIVISION
 BUILDING 5, ROOM A750
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25305-0430 304-558-3304**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/28/2010				

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	4,000 PRINTING	EA		966-50		
<p>TO PROVIDE 4000 PRINTED COPIES OF THE WEST VIRGINIA DIVISION OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2010 EDITION PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p>						

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 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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	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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: 33</p> <p>RFQ. NO.: 64110001</p> <p>BID OPENING DATE: 10/20/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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2010 Edition WVDOH Specifications For Roads and Bridges

It is specifically understood and agreed by and between the parties hereto that the printing, binding, wrapping, packaging, assembling, bundling and delivery of the 2010 edition WVDOH Specifications for Roads and Bridges shall be governed solely and exclusively by and performed according to the following terms and conditions:

1. The Printer, at its sole expense, shall typeset, print, bind and assemble into securely-bundled stacks or cartons of no more than 30 books each, and deliver to WVDOH, at the office of the Specifications Engineer, RM 722, State Capitol Building 5, Charleston, WV. The Printer shall deliver 4000 copies as follows:

- (a) 2000 copies to be delivered by December 1, 2010;

- (b) 2000 additional copies to be delivered no later than January 7, 2011.

Note: For clarity, the Printer may deliver all 4000 copies by the December 1st date.

The text of the book will be submitted to the Printer in an Adobe Acrobat PDF format (electronic format) and shall be delivered to the Printer within ten (10) days of the Award of the Contract. An electronic (PDF) version can be requested by email from the Specifications Engineer prior to bidding for review. Please Contact Ron Stanevich, PE at ron.l.stanevich@wv.gov for any inquires.

The Printer shall submit two (2) copies of the book for a final proof reading. These copies shall be submitted to:

Ron Stanevich, PE
Specifications Engineer
Bldg 5, RM 722
1900 Kanawha Blvd, East
Charleston, WV 25305

2. The 2010 Edition of WVDOH Specifications for Roads and Bridges will be printed as follows:
 - (a) The paper shall be 40 offset paper.
 - (b) Printed in 32 page signatures.
 - (c) Printed with the inside text in black ink.
 - (d) The unbound corners shall be rounded.
 - (e) Will be approximately 1150 pages.
 - (f) The book will be 8" x 4"

3. The cases used for the 2010 Edition WVDOH Specifications for Roads and Bridges will the quality; construction and design as those used for the 2000 Edition WVDOH Specifications for Roads and Bridges and shall conform to the following:

- (a) The cover shall be white leatherette and sample with all markings shall be pre-approved by the Specifications Engineer.
- (b) The cover shall be a "Reese" type Cover
- (c) The book shall be a case bound with Smyth stitching and have corner bands.
- (d) The cover shall be foil Stamped with all Text color schemes based on the State's official colors of "Old Gold and Blue".
 - 1. Blue color value is approximately: RGB (1, 1, 158) or CMKY (100, 98, 3, 4)
- (e) The cover will bear the inscription and design format on the outside of the WVDOT Division of Highways Logo as furnished by Specifications Engineer.
- (f) The back cover will bear the inscription of the State Seal on the outside in the same colors as the front.
- (g) A sample image of the desired finished product is provided as reference only.
- (h) WVDOT Division of Highways Logo is provided in electronic .gif format.
- (i) W.Va. State Seal is provided in electronic .gif format.

Bullets "g", "h", and "i" can be requested prior to bidding for review by email from the Specifications Engineer prior to bidding for review. Please Contact Ron Stanevich, PE at ron.l.stanevich@wv.gov for any inquires.

4. In all respects for which no particular provision is made herein, including, without limitation, the typesetting, printing, binding, packaging, wrapping and bundling of the 2010 Edition of WVDOH Specifications for Roads and Bridges, the workmanship and/or materials used shall be equal to or better (if approved by the Specifications Engineer) than the 2000 Edition of WVDOH Specifications for Roads and Bridges and shall be available for review at the office of the Specifications Engineer.

5. Under the exercise together of the provisions of this contract for the 2010 Edition of WVDOH Specifications for Roads and Bridges, the WVDOH will pay the Printer the total price of:

\$ _____

(Please type or clearly write the total pricing amount)

for the proper and timely performance by the Printer of its obligations hereunder, to be paid upon delivery of the initial 2000 copies.

6. By the submission of its bid hereon and the acceptance by it of the awarding of this contract, the Printer agrees as follows:
- (a) All operations in the production of the 2010 Edition WVDOH Specifications for Roads and Bridges must be done, in a first-class manner. If the job falls below the requirements of first-class work, Specifications Engineer need not accept the same and the Printer will be required to do the job again at its own expense.
 - (b) The Printer must have the capacity to meet the requirements of the printing of the 2010 Edition WVDOH Specifications for Roads and Bridge.
 - (c) The final printing shall not be performed without the written authorization of the Specifications Engineer.

Proposal Acceptance, Award of Contract

- I. The total obligation of the WVDOH under the terms of this contract during the specified period is limited to the maximum sums appropriated by the Legislature for such purpose.
- II. Time is of the essence in the performance of operations under this contract, and in the event the Printer is unable to perform the operations covered by this contract in its own establishment, the Printer may, with the written approval of the Specifications Engineer, allocate to other printers, at the agreed contract rate, any such work.
- III. The Printer expressly warrants that it has employed no third person to solicit or obtain this contract in its behalf or to cause to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid or promised or agreed to pay to any third person in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount payable to or to become payable under this contract; and that it has not, in estimating the contract price submitted and agreed to by it, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to or to become payable to it are free from obligation to any other person for services rendered or supposed to have been rendered in the procurement of this contract. The Printer further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the WVDOH, and that the WVDOH may retain to its own use from any sums due or to become due hereunder, or from the amount of deposit on bond given hereunder, an amount equal to any brokerage, commission or percentage so paid or agreed to be paid.
- IV. Nothing contained in the awarded contract shall require, or shall be construed as requiring, the WVDOH to purchase any or any given amount, or all of the work described herein.
- V. The Printer shall not be held responsible for any losses resulting from its failure to fulfill any of its obligations hereunder due to wars, revolutions, civil disorders, fires, strikes, acts of God or other causes not resulting from any fault or neglect on its part any beyond its control.
- VI. This contract is made subject to all provisions of Chapter 5A, Article 3, Section 26 of the Official Code of West Virginia, 1931, as amended.

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: _____ Signed: _____
Date: _____ Title: _____

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

RFQ No. _____

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 owned 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 exceed 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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____