



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  
**668C0027**

PAGE  
**1**

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

\*216135836 717-264-5051  
 HAMMAKER EAST LTD  
 1514 BLACK GAP RD  
 FAYETTEVILLE PA 17222

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>05/21/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
LIQUID ASPHALT MATERIAL  OPEN END CONTRACT  TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY ASPHALT MATERIALS AT LOCATIONS PER THE ATTACHED SPECIFICATIONS.  NOTE: VENDORS CAN COMPLETE BIDDING SCHEDULE AT OUR WEBSITE. WWW.STATE.WV.US/ADMIN/PURCHASE  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... 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, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						

RECEIVED  
 2008 JUN 10 A 11:48  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chaffin M. Spalle</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**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 cases 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.

**SIGNED BID TO:**

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



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VENDOR

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05/21/2008				

BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 <i>Jeffrey S. Stolar</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **06/11/2008** BID OPENING TIME **01:30PM**

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>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.</b></p> <p><b>REV. 04/11/2001</b></p> <p><b>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 AGENCY AS A CONDITION OF AWARD.</b></p> <p><b>EXHIBIT 10</b></p> <p><b>REQUISITION NO.: .....</b></p> <p><b>ADDENDUM ACKNOWLEDGEMENT</b></p> <p><b>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</b></p> <p><b>ADDENDUM NO.'S:</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffery A. Stoble</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

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

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**\*216135836 717-264-5051**  
**HAMMAKER EAST LTD**  
**1514 BLACK GAP RD**  
  
**FAYETTEVILLE PA 17222**

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	NO. 1 .....					
	NO. 2 .....					
	NO. 3 .....					
	NO. 4 .....					
	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 style="text-align: center;">             .....            SIGNATURE            Hammaker East Ltd.            .....            COMPANY            June 6, 2008            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;"><b>VENDOR PREFERENCE CERTIFICATE</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 717-352-8995	DATE 6/6/2008
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<p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION 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, 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Calvin R. Scatter</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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**304-558-2402**

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\*216135836 717-264-5051  
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<p>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> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 style="text-align: center;">Hammaker East Ltd.            BIDDER: -----</p> <p style="text-align: center;">June 6, 2008            DATE: -----</p> <p style="text-align: center;"><i>Jeff A. Spiller</i>            SIGNED: -----</p> <p style="text-align: center;">President            TITLE: -----</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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeff A. Spiller</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: 33		
				RFQ. NO.: 668C0027		
				BID OPENING DATE: 06/11/2008		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- 717 352-8187 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- Jeffrey Statler, President -----		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Statler</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ 668C0027 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Austin</i>	TELEPHONE 717-352-8995	DATE 6/6/2008
TITLE President	FEIN 25-1681833	ADDRESS CHANGES TO BE NOTED ABOVE

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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 2000, as modified by the current Supplemental Specifications at time of bid opening shall apply to the administration of this 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 terms "Contractor" and "Vendor" used in the above specifications or 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 2000 and the current Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways  
State Capitol Complex  
Engineering Division, Technical Section  
1900 Kanawha Blvd., East, Bldg. 5, Room A-650  
Charleston, West Virginia 25305

2. **ASPHALT MATERIAL**

Material supplied under this contract shall conform to the sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening listed on the Bid Schedule for Anionic Liquid Asphalt Emulsion and Cationic Liquid Asphalt Emulsion, except as follows:

2.1 **SS-1 DILUTED AND SS-1h DILUTED**

SS-1 or SS-1h meeting the requirements of AASHTO, M 140, shall be diluted by the addition of one part water to each part.

2.2 **POLYMER MODIFIED EMULSIFIED ASPHALT**

Polymer modified emulsified asphalt (cationic grade) shall meet the requirements of AASHTO M208, Grade CRS-2, with the following additions and revisions.

<u>TEST</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Viscosity Saybolt Furol, at 50° C, seconds	200	500
Elastic Recovery*	50	

\*The test procedure for the Elastic Recovery test shall be in accordance with MP 705.11.20.

### 3. BIDDING INSTRUCTIONS

**DELIVERY:** The purpose of this Contract is to provide for the delivery of LIQUID ASPHALT MATERIAL to any location within the County set out in the Bid Schedules. Actual quantities to be delivered to each location will be specified in a State Contract Purchase Order (SCO) which will be issued by the Division of Highways at the time delivery is required.

**QUOTATIONS:** Vendors may bid to furnish any or all of the various grades of asphalt material listed on the Bid Schedules. The bid prices shall be shown FOB Vendor's plant and/or Tank Truck Delivered to Division of Highways storage tanks or job sites within the County.

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

**SPECIAL NOTE:** Any qualification of the bids with a price escalation clause will not be honored by the Division of Highways and the Contract will be awarded as if the price escalation qualification by the Vendor had not been made.

**DEMURRAGE:** Should a Vendor expect to collect demurrage on tank truck transport units, after a designated period of time, occasioned by delay in unloading when delivering to other than company owned storage facilities such as mentioned in the paragraph entitled "Storage Facilities", the fact shall be so stated on the bid and the rate recorded.

**RETURNED LOADS:** The Vendor may quote a lump sum bid for the return of a complete or partial tank truck load of material not accepted by the Division of Highways. For the return load charge to be applied, the material must be returned through no fault of the vendor.

**STORAGE FACILITIES:** Upon request the Vendor will be required to furnish portable storage facilities at the West Virginia Division of Highways project sites. The Vendor shall be notified a minimum of five (5) working days in advance of delivery when portable storage facilities are required. These portable storage tanks shall have a capacity of not less than 5,000 gallons and shall meet the requirements contained in the section "Equipment". The Vendor may elect to

"drop" a transport tank trailer in lieu of furnishing a portable storage tank. The rental thereof shall be that established for portable storage tank usage. Should a Vendor expect to collect rental for portable storage facilities or "drop" transport trailers that fact shall be stated on the bid and the rate recorded in the paragraph entitled "Rental".

**EQUIPMENT:** Insulated storage tanks and tank trucks shall be used in storage and/or delivery unless otherwise specified in shipping instructions. All such equipment must be in good mechanical condition, equipped with standard fittings and connections and shall have the necessary facilities for sealing. All tank trucks shall be properly cleaned by the Vendor prior to loading. Any tank truck found not to be properly equipped and/or to contain contaminated material, will be rejected and returned to the Vendor at the Vendor's expense.

4. **CONTRACT AWARD**

All qualified Vendors who submit a valid bid "FOB Vendor's Plant" will be awarded a contract for those items bid.

Qualified Vendors who submit a valid low bid "Tank Truck Delivery" will be awarded a contract for those locations and those items for which their bid is low.

5. **TESTING**

All material furnished on awarded contracts shall be sampled at the Vendor's plant by a representative of the West Virginia Division of Highways and forwarded by that representative to the Division's Contract Administration Division, Materials Section for analysis and report on conformity with specifications.

When asphalt material is furnished by a supplier who is not certified under provisions of MP 401.02.25, the supplier shall be required to have each batch or lot of material, to be furnished to the Division, sampled by a Division approved agency, in accordance with MP 700.00.01 and shall have the samples tested for compliance with the governing specifications in a Division approved laboratory.

6. **LATE DELIVERY CHARGE**

The West Virginia Division of Highways will assess a late delivery charge against the Vendor when a specified delivery time is not met. The amount of the late delivery charge will be calculated at the rate of One Hundred Dollars (\$100.00) for each one-quarter (1/4) hour of the late delivery. A two (2) hour grace period will be allowed when assessing late delivery charges.

**7. BASIS OF PAYMENT**

**ASPHALT MATERIAL:** Unless otherwise specified, payment shall be based on the bid price for the net gallons furnished on each order at 60 degrees F. The Vendor shall furnish certificates showing loading temperature; number of gallons loaded at loading temperatures; number of gallons allowed for shrinkage; net gallons at 60 degrees F.

**DEMURRAGE:** Maximum unloading time two (2) hours free, a charge of \$ 35.00 for each additional one-quarter (1/4) hour.

**RENTAL:** Portable storage tank or "Drop" tank trailer in place; add \$ .105 per gallon stored.

The DOH Classification for Demurrage, Rental, Return Load, and Late Delivery will be the same as material classification of the purchased item (no inventory units).

The quantities recorded in the attached list are 2004 purchases. They may increase or decrease in accordance with normal requirements of the West Virginia Division of Highways, and as may be necessary due to prevailing conditions.

**8. VENDOR'S INVOICES**

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

- a) This Purchase Order Contract number.
- b) The Division of Highways State Contract Order (SCO) number.
- c) Delivery destination, including county name.
- d) Total quantity and unit price with the total cost of each type of material furnished.
- e) Demurrage and return load charges must be shown on the invoice for the material for which they apply.

**NOTE:** Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Order (SCO)

**WEST VIRGINIA DIVISION OF HIGHWAYS  
MAINTENANCE OPERATIONS  
2006 LIQUID ASPHALT MATERIAL USAGE**

District	ANIONIC ASPHALT EMULSION ALL GRADES				CATIONIC ASPHALT EMULSION	
	RS-2	HFMS-2	SS-1 DILUTED	SS-1h DILUTED	CMS-2	POLYMER MODIFIED
1	0	18,650	0	0	0	0
2	0	800	0	0	0	0
3	56,578	165,325	4,396	0	0	0
4	225,988	0	0	0	0	0
5	0	0	0	0	0	216,844
6	1015	45,057	0	0	0	0
7	307,986	0	0	0	0	0
8	25,987	153,780	0	0	0	43,408
9	158,576	0	0	0	0	0
10	0	0	0	0	0	0
<b>TOTAL</b>	<b>776,130</b>	<b>383,612</b>	<b>4,396</b>	<b>0</b>	<b>0</b>	<b>260,252</b>





NOTE: VENDOR SHOULD TYPE  
BID SCHEDULE

BID SCHEDULE

F.O.B. VENDOR'S  
PLANT

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
A1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
A2	RS-2	011-020-000002			
B1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
B2	MS-2	011-020-000004			
C1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
C2	HFMS-2	011-020-000019			
D1	SS-1 (Diluted)	011-020-000021	}	_____	@ _____ per Gal.
D2	SS-1h (Diluted)	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
E1	CRS-2	011-020-000008		_____	@ <sup>0</sup> 1.78 per Gal.
F1	CMS-2	011-020-000011		_____	@ 1.92 per Gal.
G1	Polymer Modified Cationic Grade	011-020-000024		_____	@ 1.91 per Gal.

Location of Vendor's Plant (s) Chambersburg PA.

NOTE: Vendors can complete the Bid Schedule at Purchasing's Web Site  
[www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

**BID SCHEDULE**

**Tank Truck  
Delivery**

District ONE County BOONE

**ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

**CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ _____ lump sum

## BID SCHEDULE

Tank Truck  
Delivery

District     EIGHT     County     RANDOLPH    

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	_____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	_____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	<u>1.999</u> per Gal.
M1	CMS-2	011-020-000011	_____	@	<u>2.158</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	<u>2.149</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$700.00</u> lump sum

## BID SCHEDULE

Tank Truck  
Delivery

District     EIGHT     County     TUCKER    

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <u>1.999</u> per Gal.
M1	CMS-2	011-020-000011		_____	@ <u>2.150</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <u>2.149</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>700.00</u> lump sum

## BID SCHEDULE

Tank Truck  
Delivery

District       EIGHT       County       POCAHONTAS      

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	_____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	_____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	<u>1.999</u> per Gal.
M1	CMS-2	011-020-000011	_____	@	<u>2.158</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	<u>2.149</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>700.00</u> lump sum

BID SCHEDULE

Tank Truck  
Delivery

District  EIGHT  County  PENDELTON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	_____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	_____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	<u>1.999</u> per Gal.
M1	CMS-2	011-020-000011	_____	@	<u>2.158</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	<u>\$2.149</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>700.00</u> lump sum

## BID SCHEDULE

Tank Truck  
Delivery

District     FIVE     County     BERKELEY    

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <u>1.899</u> per Gal.
M1	CMS-2	011-020-000011		_____	@ <u>2.058</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <u>2.049</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>500.00</u> lump sum

BID SCHEDULE

Tank Truck  
Delivery

District     FIVE     County     GRANT    

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <u>1.917</u> per Gal.
M1	CMS-2	011-020-000011		_____	@ <u>2.076</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <u>2.068</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>590.00</u> lump sum



BID SCHEDULE

Tank Truck  
Delivery

District     FIVE     County     HAMPSHIRE    

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	_____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	_____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	<u>\$1.909</u> per Gal.
M1	CMS-2	011-020-000011	_____	@	<u>\$2.060</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	<u>\$2.061</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$590.00</u> lump sum

**BID SCHEDULE**

**Tank Truck  
Delivery**

District       FIVE       County       HARDY      

**ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	_____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	_____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

**CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	<u>\$1.917</u> per Gal.
M1	CMS-2	011-020-000011	_____	@	<u>\$2.070</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	<u>\$2.068</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$590.00</u> lump sum

## BID SCHEDULE

Tank Truck  
Delivery

District FIVE County JEFFERSON

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <u>1.899</u> per Gal.
M1	CMS-2	011-020-000011		_____	@ <u>2.058</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <u>2.049</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>525.00</u> lump sum

**BID SCHEDULE**

**Tank Truck  
Delivery**

District     FIVE     County     MINERAL    

**ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

**CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <u>1.903</u> per Gal.
M1	CMS-2	011-020-000011		_____	@ <u>2.065</u> per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <u>2.001</u> per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)				@ <u>585.00</u> lump sum

## BID SCHEDULE

Tank Truck  
Delivery

---

District     FIVE     County     MORGAN    

## ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ _____ per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ _____ per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

## CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ <sup>*</sup> 1.899 per Gal.
M1	CMS-2	011-020-000011		_____	@ <sup>*</sup> 2.058 per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ <sup>*</sup> 2.049 per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)				@ <sup>*</sup> 500.00 lump sum

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 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.

**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](http://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 are in compliance with the requirements as stated.

Vendor's Name: Hammaker East Ltd.

Authorized Signature:  Date: 6/6/2008