



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  
 6612C017

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 304-558-2402

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**Stuart M. Perry, Inc.**  
 117 Limestone Lane  
 Winchester, VA 22602

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/23/2012				

BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QTY. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		TN		745-21		
ASPHALTIC CONCRETE, HOT LAID  OPEN END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT TO PROVIDE MATERIALS, EQUIPMENT AND LABOR NECESSARY TO LAY DOWN HOT MIX ASPHALT FOR ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.  DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.  ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.  EXHIBIT 1  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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						

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 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (540) 662-3431	DATE 2/17/12
TITLE Vice President	FEIN 54-0541865	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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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<p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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) SUCCESSIVE 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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE</p>						

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<p>PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY 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> <p>NO. 5 .....</p> <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>						

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>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.</p> <p>REV 07/16/2007</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</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: ALAN CUMMINGS - FILE 33</p> <p>RFQ. NO.: 6612C017</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 2/29/12 BID OPENING TIME: 1:30 P.M.  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (540) 722-9884 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- STEVEN C MILLER -----  ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.  ***** THIS IS THE END OF RFQ 6612C017 ***** TOTAL: _____						

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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 2010 as modified by the January 1, 2011 Supplemental Specifications shall apply to the administration of the 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, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.23, 108.3, 108.5, 108.6, 108.7, 108.8.

The terms "Contractor" and "Vendor" used in the above specifications and throughout 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 2010 as modified by the January 1, 2011 Supplemental Specifications may be obtained from:

West Virginia Division of Highways  
Contract Administration Division  
Building Five, Room 722  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

<http://www.transportation.wv.gov/highways/contractadmin/specifications/2010StandSpec/Pages/default.aspx>

All material, except Plant Run, Item P, shall be furnished in accordance with the requirements of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

Plant Run, Item P shall meet West Virginia Division of Highways' Specifications, specifications of adjacent state highway departments or specifications acceptable to the WV Division of Highways Engineer for similar material as bid in Items A through O.

The Division of Highways may purchase Hot-Mix Asphalt F.O.B. Vendor's plant. The bid price F.O.B. Vendor's plant shall include the loading of Division of Highways', owned or rented, trucks and the furnishing of a coating solution in accordance with Section 401.9.7 of the Specifications by Vendor.

## 2. SCOPE OF WORK

The purpose of this contract is to establish unit prices for Items A through AO on the Bid Schedule which are to be used as the basis for requisitioning Hot-Mix Asphalt and Warm-Mix Asphalt for use on various maintenance and repair projects throughout the Division of Highways' Districts.

The State of West Virginia reserves the right to make multiple awards on this Contract when it is in the best interest of the State to do so.

## 3. BIDDING INSTRUCTIONS

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, shall be cause to reject bids.



If a Vendor will be supplying materials from more than one plant, the bid prices that apply to each plant shall be clearly indicated in the bid and MUST be submitted separately for each plant bid. If separate schedules are not submitted, the plant not appearing on a separate schedule will be disqualified from that Vendor's award.

#### 4. DETERMINING LOW BID

An Agency Release for individual paving projects will be based on the lowest overall total cost of the pick-up price of material, Items A through O, plus shoulder paving, Item S, T, and U plus the haul cost, Item V, plus the lay down cost, Item W, plus cleaning and sweeping, Item X, tack material, Item Y, mobilization for paving, Items Z or AA, off-season plant opening, Item AB, additional heel-in joints, Item AC, skip paving surcharge, Item AD, mobilization for profiling, Item AE, pavement profiling, Item AF, Traffic Control, Items AG, AH, AI and AJ and pavement repair, Item AM, however Items A through R may be furnished from any approved production location. Items S through AO shall be shown on the Agency Release as a separate pay item when requested by the Division of Highways' District Engineer.

Agency Releases for material to be picked up at the Vendor's plant by the Division of Highways will be based on the lowest unit price of Items A through R and the Division of Highway's most economical haul cost from the Vendor's plant to individual job sites. Factors to be considered shall include but not be limited to; bid price of material, haul cost @ \$0.25 for each additional ton-mile, loading and transportation delays and availability of material.

The distances allowed for haul costs will be over suitable routes selected by the Division of Highways District Engineer that provides the lowest total cost to the Division of Highways and shall be measured from the Vendor's plant location to the Division of Highways' mid-point of the project utilizing the Division of Highways Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each Division of Highways District office and the Division of Highways Central Office. The Division of Highways will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the Division of Highways utilizing "MapQuest" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight Line Diagrams will be sourced to the Division of Highways mid-point of the project location.

The Division of Highways reserves the right to request any one or combination of items for which bids are received at the lowest overall total as set forth above.

Acceptance of a bid for any one item shall not be dependent upon the acceptance of a bid for any other item or any combination of items. However, Plant Run, Item P shall not be requested except when determined by the Division of Highways District Engineer that all other equivalent items of material are not available, then only on a pick-up basis. Also, Haul by Vendor, Item V will only be requested in combination with other quoted items.

Upon receipt of an Agency Release for lay down of Hot Mix Asphalt or pavement profiling, the Vendor shall advise the Division of Highways, in writing, within five (5) calendar days of their acceptance of the Agency Release. Failure to acknowledge shall result in cancellation of the Agency Release and re-award to the next lowest bidder.

## 5. CONTRACT CONDITIONS

Vendors may bid any or all items on the bid schedule. However, the amount bid on any one item may not be conditioned on the acceptance of the bid on any other item or items.

All qualified Vendors who submit a valid bid "F.O.B. Vendor's Plant" will be awarded a Contract for those items bid.

In the event a Contractor fails to conform to the requirements set out in this contract document, the Agency Release or the governing specifications, and this Purchase Order may be canceled and awarded to the next lowest bidder.

All labor rates paid by Vendor under Items S, T, U, W, X, Y, AC, AE, AF, AG, AH, AI, AJ, AK, and AM of this contract must be in compliance with the West Virginia Department of Labor Prevailing Rates, Chapter 21-5A, Series 15, 2006.

The Vendor is not authorized to ship, nor is the Division of Highways authorized to receive materials prior to the issuance of an Agency Release.

## 6. CONTRACT COMPLETION

All Agency Releases for lay down and profiling work shall specify a starting date and a completion date based on the Vendor's acceptance of the Agency Release. If work is not started by the Vendor, by the specified starting date in the Agency Release, the Agency Release shall be cancelled and reissued to the next low bidder. If work is not completed by the completion date as specified in the Agency Release, liquidated damages will be assessed in accordance with Section 108.7 of the Standard Specifications Roads and Bridges, Adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

## 7. GENERAL PROVISIONS

### 7.1 Lay Down

Lay Down as noted in Item W shall be provided by the Vendor as requested by the Division of Highways at projects designated by the Division of Highways District Engineer.

When directed to in the Agency Release, the Lay Down contractor shall construct the Hot-Mix Asphalt Lay Down with a safety edge at no additional cost.

### 7.2 Skip Paving

The Vendor may be required to perform Skip Paving projects at a paving location, provided the distance between the end of one skip and the beginning of the next does not exceed 2500 feet. When Skip Paving is requested, the Vendor shall be paid the Skip Paving Surcharge, Item AD for each ton of final surface course material completed in place on the project. Patching and leveling in preparation for resurfacing of a project shall not be considered Skip Paving.

### 7.3 Heel - In

Heel In of joints at the beginning and the end of each paving location, will be performed by the Vendor in accordance with the Resurfacing Heel-In Detail.

Payment for beginning and ending Heel-In joints shall be included in the unit price bid for Item W.

Additional Heel-In Joints, Item AC, constructed in accordance with the Resurfacing Heel-In Detail may be required as directed by the Division of Highways District Engineer at intersecting roadways, at the beginning and end of each paving skip and other designated locations. Payment of additional Heel-In Joints shall be paid per lineal foot as measured along the joint, which shall be full payment for complete construction of the joint.

### 7.4 Cleaning and Sweeping

Cleaning and Sweeping may be performed by the Division of Highways. However, Cleaning and Sweeping, if provided by the Vendor, shall be performed in accordance with Subsection 401.10.1 of the Standard Specifications. Payment shall be calculated as the paving length times the width swept in accordance with subsection 401.10.1.

### 7.5 Off Season Plant Opening

If the Vendor is required to open his plant in the off-season to service the needs of the Division of Highways, an additional payment will be made under Item AB, off-season plant opening. Vendor will be paid additional day charge for each additional consecutive day that the plant is open after the first day to serve the needs of the Division of Highways.

If the plant produces no material for any user on any calendar day, either during the week or on the weekend, the Division of Highways will pay the first day rate for off-season plant opening on the next day of the Division of Highways usage. Payment for this item is subject to the following conditions:

7.5.1 Payment for Item AB can only be authorized and made during the winter months, i.e., between December 15 and March 15, and then only if the plant would not have otherwise been open.

These dates may be revised by the Division of Highways District Engineer, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

7.5.2 Payment will always be made in the full contract bid price amount for first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

a. Payment for additional day charge will not be made if the plant has produced over 500 tons on that particular day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the amount bid for additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the State, the various local governments and all private work.

b. The State will only pay its share of the amount determined to be due for additional day charge in paragraph 7.5.2a above. For example, if the plant produces 375 tons and the Division of Highways takes 150 tons of the total, in this illustration 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due one-half (50%) of the additional day charge in accordance with paragraph 7.5.2a. Because

the Division of Highway's share of this daily production is 40%, the Division of Highways would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

7.5.3 In order to be paid for additional day charge, a certified statement shall accompany the invoice stating the total quantity produced on that day. If payment for additional day of plant opening is not made due to tonnage produced, the next consecutive day of plant operation, if any, will only qualify for payment at the additional day rate, not the first day rate for plant opening.

## 7.6 Pavement Profiling (Milling)

7.6.1 Description of Work: This work shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planning or milling. The profiling equipment shall be capable of accurately establishing profile grades (1/4 inch plus or minus) along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cutting from the project site. Stockpiling of cuttings on the project site will not be permitted. All cuttings on the project site will not be permitted. All cuttings shall become the property of the Vendor. The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.

7.6.2 Method of Measurement:

7.6.2.1 Mobilization for Profiling: The work shall consist of preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Agency Release shall be paid when Pavement Profiling (Milling) is required.

7.6.2.2 Pavement Profiling (Milling): Pavement Profiling (Milling) shall be measured as the total number of square yards planed or ground to a depth not exceeding two (2) inches. Should the required removal depth exceed two (2) inches, additional quantities shall be measured for each additional two (2) inch increment.

7.6.2.3 Haul of Profiled Cuttings: Hauling of cuttings from project site to the Vendor's nearest production facility shall be paid under Item V, Haul by Vendor, and weighted on truck scales in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

## 7.7 Maintenance of Traffic

Maintenance of Traffic: Traffic Control and Temporary Pavement Marking Paint may be furnished by the Division of Highways. When Items AG, AH, AI, and AJ are requested, traffic shall be maintained by the Vendor in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

The project, while undergoing improvement, shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All construction operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

### 7.8 HMA Base 1 Shoulder Paving

Item T is a surcharge for work performed to pave road shoulders. Work shall consist of installing and compacting Base 1 HMA to the elevation of the existing pavement in the shoulder that is being paved.

HMA will be paid for with Item A. Hauling of HMA will be paid for with Item V. Lay Down will be paid for with Item W. Excavation will be paid for with Item S.

### HMA Base 2 Shoulder Paving

Item U is a surcharge for work performed to pave shoulders. Work shall consist of installing and compacting Base 2 HMA to the elevation of the existing pavement in the shoulder that is being paved.

HMA will be paid for with Item C. Hauling of HMA will be paid for with Item V. Lay Down will be paid for with Item W. Excavation will be paid for with Item S.

7.8.1 Excavation for shoulder paving: Work shall consist of removing existing shoulder material for a length and width as directed by the Division of Highways' District Engineer in two (2) inches vertical increments. Cost of loading, hauling and disposing of the excavated material shall be included in the unit bid price for Excavation for Shoulder Paving, Item S.

### 7.9 Pavement Repair

Work shall consist of squaring up the repair area, removing damaged material to a depth directed by the Division of Highways' District Engineer, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Base 2 HMA in lifts not exceeding two (2) inches to the level of the existing pavement. The cost of squaring, removing, hauling and disposing of the existing pavement, supplying, tacking, placing and compacting the Base 2 HMA shall be included in the bid price for Pavement Repair, Item AM. There will be no price adjustment to the asphalt used for Item AM, Pavement Repair.

### 7.10 Surcharge for Parking lot and Facilities Paving

A surcharge to be applied to Items A-O when material is used to pave parking lots.

### 7.11 Price Adjustment of Asphalt Cement

Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for contract Items A through P is provided for in The Special Provision for Section 109 as Section 109.10 with the "C" factor being defined as the Average Asphalt Content (AC) from the table below multiplied by the Price index for bidding (Ib).

Item	Description	AC (Average Asphalt Content)
A	Section 401 Base I	3.9
B	Section 401 37.5mm Superpave	4.1
C	Section 401 Base II	5.0
D	Section 401 Patch and Level	5.0
E	Section 401 Wearing IV	5.0

F	Section 402 Wearing IV	4.9
G	Section 401 19mm Superpave	5.0
H	Section 401 Scratch Course	5.7
I	Section 402 9.5mm Superpave	6.1
J	Section 401 Wearing I	5.7
K	Section 402 Wearing I	6.2
L	Section 401 4.75mm Superpave	*
M	Section 402 4.75 mm Superpave	*
N	Section 401 Wearing III	7.6
O	Section 402 Wearing III	*
P	Plant Run	5.7

\*values will be supplied when mix designs are approved.

#### 7.12 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel)

Because of the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for contract Items A through O is provided for in The Special Provision for Section 109 as Section 109.9.

#### 7.13 Surcharge for Warm-Mix Asphalt

The cost difference for supplying Items A through O as Warm-Mix Asphalt instead of Hot-Mix Asphalt(+) plus for increased cost (-) minus for decreased cost.

#### 7.14 Milled Rumble Strip

Milled Rumble Strips shall be constructed in accordance with "Rumble Strip Special Detail". (See Figure 1 at the end of the Specifications).

7.14.1 Mobilization for Milled Rumble Strips: Work shall consist of preparatory operations including movement of necessary personnel and equipment onto project site to begin the work of milling rumble strips. Only one mobilization for milling rumble strips per Agency Release shall be paid when milled rumble strips are required.

### 8. MOBILIZATION FOR PAVING LIMITS

Mobilization for Paving, Items Z and AA will be paid when Vendor is required to place lay down quantities, Item W, under 500 tons. In addition, nighttime mobilization for paving, Item AA, will only be paid when Vendor is directed by the Division of Highways' District Engineer to perform lay down at night.

Only one mobilization for paving per day of operation will be paid, unless moves of over five (5) miles between individual paving locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for paving will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the paving locations. (This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment).

At an individual paving location where the Vendor is required to place quantities of less than 500 tons on successive days and/or nights, mobilization for paving will only be paid for the initial day's and/or night's operation.

An individual paving location shall be defined as a paving job where no skips exceeding 2500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

9. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010 as modified by the January 1, 2011 Supplemental Specifications.

10. ACCEPTANCE PLAN

Quality control at the plant and in the field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50.

Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the Division of Highways.

Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall mix designs or MP 401.02.29 for Superpave mix designs.

11. WARM MIX ASPHALT

Warm-Mix Asphalt (WMA) produced using a water injection system may be substituted for Hot-Mix Asphalt (HMA), at the discretion of the Division of Highways' District Engineer; using Division of Highways approved HMA designs. When WMA is used, the temperature of the completed mixture at the plant may be lowered to an established range that has previously been determined through trial production. The allowable temperature range specified on the approved T400 mix design form shall be adjusted accordingly when using WMA. In addition, typical minimum HMA compaction temperatures shall be waived as long as additional density can be obtained at lower temperatures without damaging the pavement.

12. SUPPLYING OTHER ORGANIZATION ENTITIES

County Courts, Municipalities, School Boards and other political subdivision and governmental entities, etc, may have a need for these materials, and Vendors may wish to supply that need.

Accordingly, bidders may wish to extend their contract prices to these other entities. If the bidder wishes to supply these other entities, but with prices different from quoted for the Division of Highways, the bidder shall include a set of bid schedules clearly and unambiguously marked for the express use of the entities other than the Division of Highways. Failure by the bidder to include a set of bid schedules for other entities will be taken to mean that the bid schedules extended to the Division of Highways will also be extended to these other entities.

In the event any Vendor does not wish to extend the prices, terms and conditions of his bid and subsequent contract to other entities of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State, he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways. That is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

### 13. VENDOR'S INVOICES

Separate invoices must be submitted for Items A through R and for Items S through AO. Vendor's invoices must be submitted in original and one copy and contain the following:

- a. All weigh ticket numbers for material delivered and cuttings hauled during the invoicing period.
- b. Division of Highways' Agency Release number and this contract number.
- c. Total quantity and unit price with the total cost of each type of material furnished.
- d. Vendors shall show all weigh ticket numbers on their individual invoices.
- e. No payment will be made to a Contractor for Item Z or AA unless he performs the lay down operation and the quantity involved is less than 500 tons for Item Z.

Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

### 14. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendor(s) must accept the State of West Virginia VISA Purchasing Card for payment of orders placed by any State Agency for order as a condition of award.

*NOTE: Vendor should type Bid Schedule.*

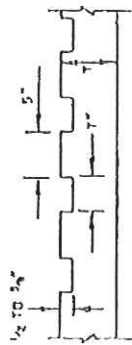
*Submit a current Certificate of Liability Insurance and WV Workers' Compensation Certificate with bid.*

*Certificate Holder to read: WV Division of Highways  
Building 5, Room A-220  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0430*

The "Bid Schedule" is available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

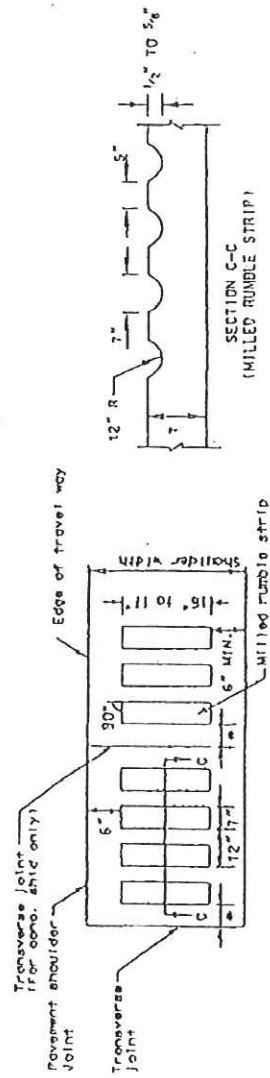


FIGURE 1



ALTERNATE SECTION B-B  
(SAVED RUMBLE STRIP)

RUMBLE STRIP FOR HOT MIX ASPHALT SHOULDERS



\* 7-5/8" For conc. shld.  
2"-5/2" For asphalt shld.

MILLED RUMBLE STRIP FOR PORTLAND CEMENT AND HOT MIX ASPHALT SHOULDERS

NOTES:  
RUMBLE STRIP PLACEMENT SHALL BE DETERMINED BY MUTUAL AGREEMENT CONTRACTORS.  
EXCEPT AS NOTED BELOW.  
RUMBLE STRIPS SHALL NOT BE PLACED AT THE FOLLOWING AREAS FOR INTERCHANGE PROJECTS ONLY:  
ON SHOULDERS OF NARROW CIRCUMFERENCE THAT ARE 5' OR LESS IN WIDTH, WHERE TRAFFIC FLOW IN THE SHOULDER THROUGHOUT THE AREA OF TRAFFIC FLOW IS BETWEEN A FULL PAVED SHOULDER WIDTH OF 7' AND NARROW RUMBLE WIDTH OF 4'.  
RUMBLE STRIP WIDTH IS TO BE 2". EXCEPT MILLED RUMBLE STRIP WHICH WILL BE 1/2" TO 3/8".  
RUMBLE STRIPS MAY BE SAVED OR MILLED UNLESS OTHERWISE INDICATED. THE TOP OF THE RUMBLE STRIPS WILL BE NO LOWER THAN THE TOP SURFACE OF THE SHOULDER AT ANY POINT OR IMMEDIATELY INSTALLED RUMBLE STRIPS WILL BE INDENTED BY THE CONTRACTOR AT HIS EXTENSE.  
MILLSAW SHOULDER RUMBLE STRIPS AS INDICATED BY USING A MANGLE EQUIPPED WITH PROVIDING A SMOOTH CUT WITHOUT TEARING OR CHIPPING, AND PROVIDING RUMBLE STRIPS AS INDICATED EQUIP MACHINE WITH GUIDES TO PROVIDE UNIFORMITY AND REGULARITY IN ALIGNMENT OF EACH CUT WITH RESPECT TO ROADWAY. ALL SHOULDER RUMBLE STRIPS TO HAVE FINISH DIMENSIONS WITHIN TOLERANCES SPECIFIED, WILL BE PLACED IN RUMBLE STRIPS ON NEW CONCRETE SHOULDERS AFTER CURING. ALTIMETER OF PAVEMENT SIDE WILL BE MANUALLY VERIFIED AND CHECKED. IMMEDIATELY AFTER PLACEMENT OF RUMBLE STRIPS, CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE RUMBLE STRIPS. ABOVE ALL EQUIPMENT TO A LOCATION AS DIRECTED WHERE IT PRESENTS AN OBSTACLE TO ROADWAY TRAFFIC. REMOVE AND DISPOSE OF MILLED MATERIAL IN COMPLIANCE WITH APPLICABLE STATE REGULATIONS. REMOVE DEBRIS FROM AREAS INDENTED BY VEHICLE OPERATION BEFORE OPENING ROADWAY TO TRAFFIC.  
RUMBLE STRIPS IN PAVED SHOULDERS:

RUMBLE STRIPS SHALL BE MILLED OR SAWED TYPE PLACED AS INDICATED UNDER THE FOLLOWING CONDITIONS, IN ACCORDANCE WITH THIS SPECIAL DETAIL SHEET:  
- TYPICAL SHOULDER WIDTH IS 8' OR MORE;  
- MILLED SHOULDERS ON PAVED HIGHWAYS, IF SHOULDER WIDTH IS MORE THAN 8', SHOULDERS ADJACENT TO ONE WAY RAMP SHOULD CONNECT TO EXISTING HIGHWAY.  
- TYPICAL SHOULDER IS 3' OR GREATER.

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County,  
Jefferson County, Mineral County and Morgan County

Item	Items A - P shall include FOB Vendor's Plant Item Description	Unit of Measure	Cost Per Unit
A	Hot-Mix Asphalt Section 401 - Base I	TON	
B	Hot-Mix Asphalt Section 401 - 37.5mm Superpave	TON	
C	Hot-Mix Asphalt Section 401 - Base II	TON	
D	Hot-Mix Asphalt Section 401 - Patch and Level	TON	
E	Hot-Mix Asphalt Section 401 - Wearing IV	TON	
F	Hot-Mix Asphalt Section 402 - Wearing IV	TON	
G	Hot-Mix Asphalt Section 401 - 19mm Superpave	TON	
H	Hot-Mix Asphalt Section 401 - Scratch Course	TON	
I	Hot-Mix Asphalt Section 402 - 9.5mm Superpave	TON	
J	Hot-Mix Asphalt Section 401 - Wearing I	TON	
K	Hot-Mix Asphalt Section 402 - Wearing I	TON	
L	Hot-Mix Asphalt Section 401 - 4.75mm Superpave	TON	
M	Hot-Mix Asphalt Section 402 - 4.75 mm Superpave	TON	
N	Hot-Mix Asphalt Section 401 - Wearing III	TON	
O	Hot-Mix Asphalt Section 402 - Wearing III	TON	
P	Hot-Mix Asphalt - Plant Run	TON	\$64.15
Q	Surcharge for PG70-22 Binder	TON	
R	Surcharge for PG76-22 Binder - Ordered in 400 Ton increments	TON	
S	Excavation for Shoulder Paving		
	a) 0-1000	SQ YARD	
	b) 1001-2000	SQ YARD	
	c) 2001-3000	SQ YARD	
	d) 3001 and greater	SQ YARD	
T	Hot-Mix Asphalt Base 1 Shoulder Paving Surcharge		
	a) 0-100	TON	
	b) 101-200	TON	
	c) 201-500	TON	
	d) 501 and greater	TON	
U	Hot-Mix Asphalt Base 2 Shoulder Paving Surcharge		
	a) 0-100	TON	
	b) 101-200	TON	
	c) 201-500	TON	
	d) 501 and greater	TON	
V	Haul by Vendor		
	a) First Ton Mile	MILE	
	b) Each Additional Mile	MILE	
W	Lay Down of Materials - Items A thru O, Each Site		
	a) 0-100	TON	
	b) 101-200	TON	
	c) 201-500	TON	
	d) 501 and greater	TON	

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County,  
Jefferson County, Mineral County and Morgan County

Item	Item Description	Unit of Measure	Cost Per Unit
X	Cleaning and Sweeping	SQ YARD	
Y	Bituminous Material for Tack Coat or Prime Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Division of Highways' District Engineer.	GALLON	
Z	Daytime Paving Mobilization A Mobilization for Paving Charge may be made when the Agency Release order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and night-time paving is not specified.	See Description	
AA	Nighttime Paving Mobilization A Mobilization for Paving Charge may be made when the Division of Highways' District Engineer directs that the paving is to be done at night.	See Description	
AB	Off-Season Plant Opening		
	a) First Day	DAY	
	b) Each Additional Day	DAY	
AC	Additional Heel-In Joints	LINEAL FOOT	
AD	Skip Paving Surcharge	TON	
AE	Mobilization for Profiling	Per Agency Release	
AF	Payment Profiling (Milling)		
	a) Less than 250	SQ YARD	
	b) 251-500	SQ YARD	
	c) 501-1000	SQ YARD	
	d) 1001-2500	SQ YARD	
	e) 2501-5000	SQ YARD	
	f) 5001 and greater	SQ YARD	
AG	Pilot Truck and Driver	PER DAY	
AH	Traffic Control Devices	UNIT	
AI	Flagger	HOUR	
AJ	Arrow Board	DAY	
AK	Milled Rumble Strips	LINEAL FOOT	
AL	Mobilization for Milled Rumble Strips	Per Agency Release	
AM	Pavement Repair - Hot-Mix Asphalt Base 2	TON	
AN	Surcharge for Warm-Mix Asphalt - Item A thru O	TON	
AO	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	
	Vendor's Plant Location: <b>SEE NOTE BELOW</b>		
	Winchester Asphalt Plant - 117 Limestone Lane, Winchester, VA 22602		

**NOTE:** *If Vendor is supplying materials from more than one plant, a separate bid schedule MUST be submitted for each plant. If separate schedules are not submitted, the plant not appearing on a separate schedule will be disqualified from that Vendor's award.*

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County,  
Jefferson County, Mineral County and Morgan County

Item	Item Description	Unit of Measure	Cost Per Unit
X	Cleaning and Sweeping	SQ YARD	
Y	Bituminous Material for Tack Coat or Prime Material furnished and applied under Item Y to be in accordance with Section 408 of the referenced specifications, as directed by the Division of Highways' District Engineer.	GALLON	
Z	Daytime Paving Mobilization A Mobilization for Paving Charge may be made when the Agency Release order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and night-time paving is not specified.	See Description	
AA	Nighttime Paving Mobilization A Mobilization for Paving Charge may be made when the Division of Highways' District Engineer directs that the paving is to be done at night.	See Description	
AB	Off-Season Plant Opening		
	a) First Day	DAY	
	b) Each Additional Day	DAY	
AC	Additional Heel-In Joints	LINEAL FOOT	
AD	Skip Paving Surcharge	TON	
AE	Mobilization for Profiling	Per Agency Release	
AF	Payment Profiling (Milling)		
	a) Less than 250	SQ YARD	
	b) 251-500	SQ YARD	
	c) 501-1000	SQ YARD	
	d) 1001-2500	SQ YARD	
	e) 2501-5000	SQ YARD	
	f) 5001 and greater	SQ YARD	
AG	Pilot Truck and Driver	PER DAY	
AH	Traffic Control Devices	UNIT	
AI	Flagger	HOUR	
AJ	Arrow Board	DAY	
AK	Milled Rumble Strips	LINEAL FOOT	
AL	Mobilization for Milled Rumble Strips	Per Agency Release	
AM	Pavement Repair - Hot-Mix Asphalt Base 2	TON	
AN	Surcharge for Warm-Mix Asphalt - Item A thru O	TON	
AO	Surcharge for Parking Lot and Facility Paving - Item A thru O	TON	
	Vendor's Plant Location: <b>SEE NOTE BELOW</b>		
	Berryville Asphalt Plant - 426 Quarry Road, Berryville, VA 22611		

**NOTE:** *If Vendor is supplying materials from more than one plant, a separate bid schedule MUST be submitted for each plant. If separate schedules are not submitted, the plant not appearing on a separate schedule will be disqualified from that Vendor's award.*

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 exceeds 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: STUART M. PERRY, INC.

Authorized Signature:  Date: 2/17/12

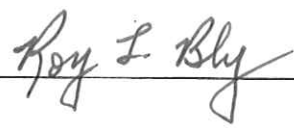
State of VIRGINIA

County of FREDERICK, to-wit:

Taken, subscribed, and sworn to before me this 17 day of FEBRUARY, 2012.

My Commission expires 3/31/15, 20    .

AFFIX SEAL HERE

NOTARY PUBLIC 

**Roy L. Bly**  
**NOTARY PUBLIC**  
Commonwealth of Virginia  
Reg. #138459  
My Commission Expires 3/31/2015