



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
 6612C029

PAGE
 1

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

VENDOR

*709045414 304-424-7353
 KELLY PAVING INC
 PO BOX 366
 WILLIAMSTOWN WV 26187

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 06/01/2012 | | | | |

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| 0001 | | TN | | 745-67 | | |
| WINTER GRADE BITUMINOUS PATCHING | | | | | | |
| OPEN-END CONTRACT | | | | | | |
| <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY MODIFIED WINTER GRADE BITUMINOUS PATCHING MIXTURE TO DISTRICTS ONE THROUGH TEN PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>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 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</p> | | | | | | |

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WV PURCHASING DIVISION

| | | | | | | | | | |
|----------------------|--|--|-----------------|---|--|-----------------------------------|--|--------------------|--|
| SIGNATURE | | | | SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | TELEPHONE (304) 424-7353 | | DATE June 27, 2012 | |
| TITLE Assistant V.P. | | | FEIN 55-0583614 | | | 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 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>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) 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 | TELEPHONE (304) 424-7353 | DATE June 27, 2012 |
| TITLE Assistant V.P. | FEIN 55-0583614 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 01/17/2012</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>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</p> | | | | | | |

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| AGENCY AS A CONDITION OF AWARD. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 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: ALAN CUMMINGS - FILE 33 RFQ. NO.: 6612C029 BID OPENING DATE: 06/27/2012 BID OPENING TIME: 1:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (740)859-6137 | | | | | | |

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| | | |
|-----------|---------------|---------------|
| SIGNATURE | TELEPHONE | DATE |
| | (304)424-7353 | June 27, 2012 |

| | | |
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| Assistant V.P. | 55-0583614 | |

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| CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Mark H. Haverty ----- 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 6612C029 ***** TOTAL: _____ | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE (304)424-7353 DATE June 27, 2012

TITLE Assistant V.P. FEIN 55-0583614 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 2010 as modified by the January 1, 2011 Supplemental Specifications and the January 1, 2012 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, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways', Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

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 and the January 1, 2012 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>

2. SCOPE OF WORK

The purpose of this contract is to provide for all labor, materials and equipment necessary to supply Modified Winter Grade Bituminous Patching Mixture (Cold Mix) to the various locations listed in Section 13, Bid Schedule. Actual quantities to be delivered to each location will be specified in an Agency Release, which will be issued by the Division of Highways at the time delivery is required.

3. DESCRIPTION

The patching material shall be composed of a suitable aggregate, plant mixed with a liquid asphalt material and chemical anti-stripping additives. The material shall maintain adhesive qualities for all moisture conditions in the patched areas, except those having standing water.

4. MATERIALS

AGGREGATE

The coarse aggregate shall be a clean material consisting of crushed stone, crushed gravel or slag, meeting the requirements of the Division of Highways' Standard Specifications subsections 703.1, 703.2 and 703.3 respectively. Fine aggregate shall meet the requirements of the Division of Highways' Standard Specifications Subsection 702.3.

Allowable standard aggregate sizes shall be #89, #9, or a blend composed of #8 with a minimum of 50% #9. The aggregate gradation shall be as recommended by the liquid asphalt supplier.

The gradation shall be determined in accordance with AASHTO T27 and AASHTO T11.

The aggregate fraction of the final mixture shall meet the crushed particle requirements of Division of Highways' Standard Specifications Subsection 703.2.2. Questionable aggregates shall be tested as per MP 703.00.21, except the No. 8 sieve will be used.

ASPHALT MATERIAL

The asphalt material shall be liquid asphalt containing a minimum of 2.5% chemical anti-stripping additives meeting the requirements of the liquid asphalt supplier.

Results from the following test methods and any additional tests conducted by the liquid asphalt supplier shall be presented to the respective Division of Highways District Materials Engineer/Supervisor for review prior to production.

Modified Asphalt Test

- (1) Flash Point °C (°F) - AASHTO T79
- (2) Kinematic Viscosity in cSt at 60°C (140°F)
Requirement – 350 to 500 cSt - AASHTO T201
- (3) Water (%) - Requirement - 0.2% maximum - AASHTO T55
- (4) Distillate Test - AASHTO T78
 - % To 225°C (437°F)
 - % To 260°C (500°F)
 - % To 315°C (600°F)
 - Residue (%) at 360°C (680°F)

Residue Tests

- (5) Ductility at 25°C (77°F) - AASHTO T51
- (6) Solubility Test - AASHTO T44

COMPOSITION OF MIXTURE

The aggregates and asphalt material shall be combined in such proportions that the composition by weight of the finished mixture shall meet the requirements of the plant mix formula.

The aggregate fraction of the mixture shall be evaluated in accordance with AASHTO T27 and AASHTO T11 and shall meet the requirements of the plant mix formula range. Any material failing to meet specification requirements on any sieve shall not be approved.

The minimum amount of asphalt shall be as indicated in the table below. The amount of asphalt shall be sufficient to thoroughly coat the aggregate particles and provide enough adhesion to hold the compacted particles together under traffic conditions when properly placed and to assure that the aggregate particles remain sufficiently coated after stockpiling.

| Minimum Asphalt Content for Modified Patching Mixture | | |
|---|---|------|
| Aggregate Type | #89 or Blend of #8 with minimum of 50% #9 | #9 |
| % Asphalt ^{Note-1} | 5.5% | 6.0% |

Note-1: Add a minimum additional 0.5% asphalt to the above values for mixtures containing high-absorptive aggregates (>1.5%)

PLANT MIX FORMULA

The plant mix formula shall be in accordance with the recommendations of the liquid asphalt supplier. The plant mix formula composition report, which shall include the percentage of chemical anti-stripping additive, shall be forwarded to the District Materials Supervisor/Engineer before the mixture is produced.

CHANGES IN PLANT MIX FORMULA

Should the contractor at any time propose to change the source of aggregate in the mixture, the definite asphalt content or change the source of the bituminous material, the provisions of the Division of Highways' Standard Specifications Subsection 401.4.2 shall apply.

QUALITY CONTROL TESTING

Quality control is the responsibility of the contractor. Quality control testing shall include daily asphalt content and gradation analysis of the design aggregate structure during production. Since the aggregate and asphalt material are required to be measured separately and accurately to the proportions of the plant mix formula, the asphalt content may be determined by calculating the percentage by total weight of mixture. However, all standard methods of determining the asphalt content of the mixture that are allowed for hot mix asphalt under Section 401 of the Division of Highways' Standard Specifications are acceptable. The ignition oven test method, AASHTO T308, would require an asphalt content correction factor, however, due to the low flash point of most asphalts used in cold mix, this test method is not recommended. If the AASHTO T164 solvent extraction test method is used, a non-chlorinated solvent may be substituted for the standard specified solvent and the test method may be modified as per the recommendations of the solvent manufacturer/supplier.

In addition, for each day of production, the completed mixture shall be tested for aggregate coating as follows:

Obtain a 100 – 150 gram sample and allow it to cure to normal laboratory temperature. Place the sample in a glass jar of sufficient size that the loose sample will protrude to a level of no more than half of its capacity. Cover the sample with water to approximately three-quarters of the capacity of the jar. Place a tight fitting cover on the jar and allow it to stand for a period of 20 to 24 hours at normal laboratory temperature. The sample jar shall then be vigorously agitated for a period of 30 seconds. Pour the water from the jar, remove the sample, and spread it on a flat light-colored surface (nonstick laboratory paper is recommended). Allow the sample to air dry and visually examine it for stripping of the asphalt film from the aggregate. Estimate the amount of coated aggregate. Any thin brownish, translucent areas are to be considered fully coated with an asphalt film. Document the results of this test. The mixture shall be considered acceptable if at least 95% of the aggregate is coated. Insufficient coating may require reworking of the mixture and/or an additional amount of anti-stripping additive.

ACCEPTANCE OF THE MIXTURE

Acceptance shall be the responsibility of the Division of Highways. This shall be accomplished by monitoring the contractor's quality control testing and reviewing all test data relevant to the mixture.

In addition, if the completed mixture shows signs of stripping, the Division of Highways shall choose to either monitor the contractor's quality control aggregate coating test or conduct their own test and visually estimate the amount of coated particles. Document the results of this test. Although this is a visual estimation, the contractor should be immediately notified if the Division of Highway's test results are below 95%. A low coating percentage should be an indicator for the Division of Highways to closely monitor the mixture after stockpiling. All Division of Highways' testing shall be performed by the Division of Highways' District Materials Section.

After the mixture is stockpiled on the Division of Highways' lot, it shall be visually evaluated for any appearance of excessive non-fully coated aggregate particles. If considered necessary, the Division of Highways shall evaluate the mixture in accordance with ASTM D2489 (based on two-sample average) to determine if at least 97% of the coarse aggregate particles are fully coated. This evaluation shall take place within the first week after stockpiling. If the mixture is less than 97% coated, the contractor will be required to provide new material or remove the existing stockpile material from the Division of Highways' lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the Division of Highways' lot, at no additional cost to the Division of Highways.

PREPARATION OF MIXTURE

The aggregate shall be heated to insure that it is surface dry at the time of mixing; however, the aggregate temperature shall not exceed the safe temperature recommended by the liquid asphalt supplier. The liquid asphalt shall not be heated beyond the safe temperature recommended by the liquid asphalt supplier. Care shall be taken to prevent local overheating.

The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until the particles of aggregate are coated. The temperature of the finished mixture shall not be greater than the maximum temperature recommended by the liquid asphalt supplier.

WORKABILITY

The mixture shall be stockpiled on the vendor's site for 14 days or until the internal mixture temperature is within 10°F of ambient temperature without stripping and when taken from a stockpile, shall be capable of being shoveled, raked, spread and compacted.

At the end of the stockpiling period on the contractor's yard, the mixture shall be tested in accordance with ASTM D2489 (based on two-sample average). The total amount of non-fully coated particles shall not exceed 3%. The contractor shall provide the ASTM D2489 test results to the Division of Highways on Form T410 Degree of Particle Coating of Bituminous-Aggregate Mixtures which is provided by the Division of Highways District Materials Section. See Appendix A.

If the material fails to conform to the requirements of the specifications, the contractor may rework the existing material or provide new material.

STORAGE

The mixture shall be maintained on the contractor's property in stockpiles not exceeding a height of four feet (4') until the internal mixture temperature is within 10°F of the ambient temperature. In addition, the top of all stockpiles shall be leveled to eliminate any peaked areas.

The mixture shall contain sufficient asphalt that is capable of coating the aggregate without stripping. After stockpiling on the Division of Highways' lot, the mixture shall have a maximum of 5% non-fully coated particles after the first week and up to 90 days from delivery when evaluated in accordance with ASTM D2489 (based on two-sample average). This coating determination may be based on the Division of Highways' visual inspection, if coating is not a problem or based on Division of Highways' testing when the amount of non-fully coated particles appears questionable. If stripping occurs, the contractor will be required to provide new material or remove the existing stockpile material from the Division of Highways' lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed and return it to the Division of Highways' lot.

5. BIDDING INSTRUCTIONS

Vendors may bid to deliver the estimated quantities of material at any or all of the designated delivery sites. Vendors should be cautioned as the quantities listed on the bid schedule are estimates only. It is understood and agreed that the contract shall cover the quantities actually order for delivery, by an Agency Release, whether more or less than the quantities shown on the bid schedule.

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

6. CONTRACT AWARD

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract for those locations for which their bid is low. 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.

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

7. SAMPLING AND TESTING

Upon award of contract, the Vendor shall inform the Division of Highways of the location of Vendor's storage sites so that materials may be sampled and tested prior to shipment. Information shall be directed to the respective Division of Highways District Materials Engineers/Supervisors.

8. 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.

9. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

County Courts, Municipalities, School Boards, other political subdivisions 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 those quoted for the Division of Highways, the bidder shall include a set of bid schedules clearly and unambiguously marked for the express use of 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 this 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.

10. PRODUCTION SCHEDULE

Vendor should produce material within two weeks of receipt of the Agency Release.

11. VENDOR'S INVOICES

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

- a. Division of Highway's Agency Release Number and this Contract Number.
- b. Total quantity and unit price with the total cost of the material furnished.

Note: 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.

12. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors 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.



T410
10-08

West Virginia Division of Highways
Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2489

| | | | |
|---|--|---------------------------------|--|
| Lab Number: | | Date Tested: | |
| Technician: | | Cold-Mix Type: | |
| Cold-Mix Source: | | | |
| Cold-Mix Stockpile Location: | | | |
| Test Sample Number 1 | | | |
| (A) Total Number of Particles: | | (B) Number of coated particles: | |
| (C) Percentage of Coated Particles = $(B / A) \times 100$: | | | |
| Test Sample Number 2 | | | |
| (D) Total Number of Particles: | | (E) Number of coated particles: | |
| (F) Percentage of Coated Particles = $(E / D) \times 100$: | | | |
| Average Percent Coated Particles = $(C + F) / 2$: | | | |
| Pass / Fail: | | | |
| 97% Coating Requirement for First Week After Stockpiling 95% Coating Requirement Up To 90 Days After Stockpiling | | | |
| Remarks: | | | |

13. BID SCHEDULE

6612C029

| | |
|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
|--------------|--------------------|

Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 1 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|---------|---------------------------------|-----------------|-----------------------|-------------------|---------------|
| Boone | Clinton @ WV85 | TON | 275 | | |
| Boone | Rock Creek | TON | 250 | | |
| Boone | Seth | TON | 75 | | |
| Clay | Widen Road & CR 11 | TON | 200 | | |
| Clay | Maysel | TON | 0 | | |
| Kanawha | Chelyan | TON | 200 | | |
| Kanawha | Elkview | TON | 100 | | |
| Kanawha | North Charleston | TON | 100 | | |
| Kanawha | St. Albans | TON | 100 | | |
| Kanawha | I-64 @ Rt. 119 and Penn. Avenue | TON | 50 | | |
| Kanawha | I-77 @ Sissonville | TON | 40 | | |
| Kanawha | I-79 @ Amma | TON | 30 | | |
| Kanawha | Corridor G @ Alum Creek | TON | 30 | | |
| Mason | Pt. Pleasant | TON | 200 | | |
| Putnam | Red House | TON | 75 | | |
| Putnam | Hurricane @ Rt. 34 | TON | 75 | | |
| Putnam | Scary | TON | 30 | | |

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

13. BID SCHEDULE

6612C029

| | |
|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
|--------------|--------------------|

Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 2 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|---------|-------------------------------|-----------------|-----------------------|-------------------|---------------|
| Cabell | Barboursville | TON | 200 | | |
| Cabell | I-64 @ Huntington | TON | 20 | | |
| Lincoln | West Hamlin | TON | 40 | | |
| Lincoln | Yawkey | TON | 15 | | |
| Lincoln | Harts | TON | 25 | | |
| Logan | Corridor G @ Chapmanville | TON | 60 | | |
| Logan | Wilkinson | TON | 60 | | |
| Logan | Man | TON | 40 | | |
| Mingo | Mingo County @ Miller's Creek | TON | 50 | | |
| Mingo | Gilbert | TON | 25 | | |
| Wayne | Crum | TON | 75 | | |
| Wayne | Pritchard | TON | 100 | | |
| Wayne | Wayne | TON | 100 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
|--------------|--------------------|

Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 3 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|-----------|---------------------------------|-----------------|-----------------------|-------------------|---------------|
| Calhoun | Millstone | TON | 200 | | |
| Jackson | Ripley | TON | 300 | | |
| Jackson | I-77 @ Medina | TON | 20 | | |
| Pleasants | Belmont | TON | 0 | | |
| Pleasants | St. Mary's (Colin-Anderson Lot) | TON | 0 | | |
| Ritchie | APD Pennsboro | TON | 0 | | |
| Ritchie | Ellenboro | TON | 75 | | |
| Ritchie | Corridor D @ Nutter Farm | TON | 0 | | |
| Ritchie | Smithville | TON | 30 | | |
| Roane | Lefthand @ WV 36 | TON | 50 | | |
| Roane | Ambler Hill @ US 119 | TON | 0 | | |
| Roane | Spencer | TON | 200 | | |
| Wirt | Elizabeth | TON | 75 | | |
| Wood | Parkersburg @ Rt. 95S | TON | 150 | | |
| Wood | Corridor D @ River Hill | TON | 0 | | |
| Wood | I-77 @ Mill Run Road | TON | 35 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
|--------------|--------------------|

Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 4 " NO BID "

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------|-----------------------|-----------------|-----------------------|-------------------|---------------|
| Doddridge | Smithburg | TON | 60 | | |
| Harrison | Gore | TON | 300 | | |
| Harrison | I-79 @ Lost Creek | TON | 75 | | |
| Harrison | APD 50 @ Tunnel Hill | TON | 75 | | |
| Marion | Fairmont | TON | 100 | | |
| Marion | Mannington | TON | 75 | | |
| Monongalia | I-79 @ Goshen Road | TON | 15 | | |
| Monongalia | Ridgedale | TON | 500 | | |
| Monongalia | Pentress | TON | 75 | | |
| Preston | Albright | TON | 300 | | |
| Preston | Bruceston | TON | 100 | | |
| Preston | Terra Alta | TON | 100 | | |
| Preston | Fellowsville | TON | 100 | | |
| Preston | Aurora | TON | 100 | | |
| Preston | I-68 @ Copper's Rock | TON | 25 | | |
| Taylor | Fetterman/Prunytown | TON | 75 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 5 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|-----------|---------------------------|-----------------|-----------------------|-------------------|---------------|
| Berkeley | I-81 @ Martinsburg | TON | 300 | | |
| Berkeley | I-81 @ Exit 8 | TON | 0 | | |
| Grant | Petersburg | TON | 75 | | |
| Grant | Mt. Storm | TON | 50 | | |
| Grant | Corridor H @ Knobley Road | TON | 0 | | |
| Hampshire | Romney | TON | 80 | | |
| Hampshire | Capon Bridge | TON | 30 | | |
| Hampshire | Slanesville | TON | 0 | | |
| Hardy | Moorefield | TON | 75 | | |
| Hardy | Baker | TON | 75 | | |
| Jefferson | Charles Town | TON | 100 | | |
| Mineral | New Creek | TON | 75 | | |
| Mineral | Sky Line | TON | 25 | | |
| Mineral | Short Gap | TON | 25 | | |
| Mineral | District Headquarters | TON | 0 | | |
| Morgan | Berkeley Springs | TON | 150 | | |
| Morgan | Largent | TON | 0 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 6

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|----------|-------------------------------|-----------------|-----------------------|-------------------|---------------|
| Brooke | Wellsburg | TON | 200 | 99.80 | 19,960.00 |
| Brooke | Weirton | TON | 0 | no bid | |
| Hancock | New Manchester | TON | 300 | 99.80 | 29,940.00 |
| Marshall | Glen Dale | TON | 1300 | 99.80 | 129,740.00 |
| Marshall | Cameron | TON | 700 | 101.80 | 71,260.00 |
| Ohio | Triadelphia | TON | 150 | 99.80 | 14,970.00 |
| Ohio | I-70 @ Triadelphia | TON | 100 | 99.80 | 9,980.00 |
| Tyler | Centerville | TON | 100 | 105.80 | 10,580.00 |
| Tyler | Sistersville | TON | 200 | 105.80 | 21,160.00 |
| Tyler | Sistersville Old Headquarters | TON | 0 | no bid | |
| Wetzel | Hundred | TON | 100 | 109.80 | 10,980.00 |
| Wetzel | New Martinsville | TON | 150 | 105.80 | 15,870.00 |
| Wetzel | Pine Grove | TON | 100 | 105.80 | 10,580.00 |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 7 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|---------|------------------------|-----------------|-----------------------|-------------------|---------------|
| Barbour | Phillipi | TON | 80 | | |
| Braxton | Laurel Court | TON | 120 | | |
| Braxton | I-79 @ Coon Knob | TON | 30 | | |
| Braxton | I-79 @ Burnsville | TON | 30 | | |
| Gilmer | Glenville Headquarters | TON | 50 | | |
| Lewis | Weston (Ben Dale) | TON | 80 | | |
| Upshur | Clow Lot @ Buckhannon | TON | 80 | | |
| Webster | Cherry Falls | TON | 30 | | |
| Webster | Cowen | TON | 30 | | |
| Webster | Hacker Valley | TON | 30 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 8 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------|-----------------------|-----------------|-----------------------|-------------------|---------------|
| Pendleton | Franklin | TON | 100 | | |
| Pocahontas | Marlinton | TON | 25 | | |
| Randolph | Elkins | TON | 125 | | |
| Tucker | Parsons | TON | 60 | | |

13. BID SCHEDULE

6612C029

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|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
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Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 9 "NO BID"

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|------------|-----------------------|-----------------|-----------------------|-------------------|---------------|
| Fayette | Oak Hill | TON | 200 | | |
| Fayette | Corridor L @ Oak Hill | TON | 0 | | |
| Fayette | Lookout | TON | 100 | | |
| Fayette | Glen Ferris | TON | 100 | | |
| Greenbrier | Lewisburg | TON | 125 | | |
| Greenbrier | Crawley | TON | 100 | | |
| Greenbrier | I-64 @ Hart's Run | TON | 15 | | |
| Monroe | Union | TON | 275 | | |
| Monroe | Peterstown | TON | 0 | | |
| Nicholas | Summersville | TON | 75 | | |
| Nicholas | Curtin | TON | 25 | | |
| Nicholas | Corridor L @ Muddlety | TON | 100 | | |
| Summers | Hinton | TON | 50 | | |

13. BID SCHEDULE

6612C029

| | |
|--------------|--------------------|
| Vendor Name: | Kelly Paving, Inc. |
|--------------|--------------------|

Modified Winter Grade Bituminous Patching Mixture - Cold Mix
 Delivery: F.O.B. WV Division of Highways Storage Site
 DISTRICT 10 " NO BID "

*Quantities listed in this RFQ are approximations only. 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 below in the Bid Schedule.

| County | Delivery/Storage Site | Unit of Measure | Estimated Number Tons | Unit Cost Per Ton | Extended Cost |
|----------|-----------------------|-----------------|-----------------------|-------------------|---------------|
| McDowell | County Headquarters | TON | 100 | | |
| Mercer | County Headquarters | TON | 100 | | |
| Raleigh | County Headquarters | TON | 100 | | |
| Wyoming | County Headquarters | TON | 100 | | |



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
 6612C029

PAGE
 1

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

VENDOR

*709045414 304-424-7353
 KELLY PAVING INC
 PO BOX 366
 WILLIAMSTOWN WV 26187

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B | FREIGHT TERMS |
|--------------|---------------|----------|-------|---------------|
| 06/06/2012 | | | | |

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|---------|--|------------|--------|
| 0001 | 1 | TN | | 745-67 | | |
| | | | | ADDENDUM NO. 01 | | |
| | | | | ISSUED TO DISTRIBUTE ADDITIONAL TERMS AND CONDITIONS PER THE ATTACHED. | | |
| | | | | WINTER GRADE BITUMINOUS PATCHING | | |
| | | | | ***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL: | | |

JUN 11 2012

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------|---------------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| | (304)424-7353 | June 27, 2012 |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
| Assistant V.P. | 55-0583614 | |

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 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).

7012EC10
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- I. Bidder's name
- II. Name of each subcontractor
- III. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- I. The subcontractor listed in the original bid has filed for bankruptcy;
- II. The subcontractor in the original bid has been debarred or suspended; or
- III. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

Solicitation

| |
|----------|
| NUMBER |
| 6612C029 |

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

VENDOR
 *709045414 304-424-7353
 KELLY PAVING INC
 PO BOX 366
 WILLIAMSTOWN WV 26187

SHIP TO
 DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

JUN 11 2012

| |
|--------------|
| DATE PRINTED |
| 06/08/2012 |

BID OPENING DATE: 06/27/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|---|------------|--------|
| | | | | ADDENDUM NO. 2 | | |
| | | | | ISSUED TO CORRECT RFQ NUMBER ON PAGE 2 OF ADDENDUM NO. 1 TO READ: 6612C029 | | |
| | | | | BIG OPENING DATE AND REMAINS 06/27/12 @ 1:30 P.M. | | |
| 0001 | 1 | TN | | 745-67 WINTER GRADE BITUMINOUS PATCHING | | |
| | | | | ***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL: | | |

| | | |
|----------------------|-------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE (304)424-7353 | DATE June 27, 2012 |
| TITLE Assistant V.P. | FEIN 55-0583614 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

| |
|----------|
| NUMBER |
| 6612C029 |

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| PAGE |
| 1 |

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

VENDOR

*709045414 304-424-7353
 KELLY PAVING INC
 PO BOX 366.
 WILLIAMSTOWN WV 26187

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

JUN 29 2012

| |
|--------------|
| DATE PRINTED |
| 06/26/2012 |

BID OPENING DATE: 07/11/2012 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| ADDENDUM NO. 03 | | | | | | |
| ISSUED TO DISTRIBUTE INFORMATION PER THE ATTACHED DOCUMENTATION. | | | | | | |
| 0001 | 1 | TN | | 745-67 | | |
| WINTER GRADE BITUMINOUS PATCHING | | | | | | |
| ***** THIS IS THE END OF RFQ 6612C029 ***** TOTAL: | | | | | | |

| | | |
|----------------------|--------------------------|-----------------------------------|
| SIGNATURE | TELEPHONE (304) 424-7353 | DATE July 11, 2012 |
| TITLE Assistant V.P. | FEIN 55-0583614 | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: 6612C029
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as 6612C029 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation: Issued to distribute addendum acknowledgement form and move bid opening date and time from 06/27/2012 at 1:30 P.M. to 07/11/2012 at 1:30 P.M.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:6612C029

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

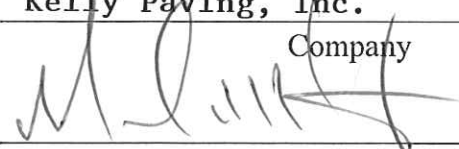
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Kelly Paving, Inc.

 Company


 Authorized Signature

July 11, 2012

 Date

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,

XXX 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: Kelly Paving, Inc.

Signed: [Signature]

Date: June 27, 2012

Title: Assistant Vice-President

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

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: Kelly Paving, Inc.

Authorized Signature: [Signature] Date: June 27, 2012

State of Ohio

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 27 day of June, 2012.

My Commission expires April 9, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Edward J. Leonard
Notary Public, State of Ohio
My Commission Expires
April 9, 2016