



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

Request for Quotation

RFQ NUMBER
6610C018

PAGE
1

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

VENDOR

*709033507 540-662-3431
STUART M PERRY INC
117 LIMESTONE LANE

WINCHESTER VA 22602

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 03/07/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/07/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
<p>HOT MIX ASPHALT</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE MATERIALS, EQUIPMENT, AND LABOR TO SUPPLY AT THE VENDORS PLANT, HOT MIX ASPHALT TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>AND/OR</p> <p>TO FURNISH MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO LAY DOWN HOT MIX ASPHALT FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, 03/18/10 AT 1 PM BLDG. 5, RM. A-122 CAPITOL COMPLEX CHAS, WV AL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

RECEIVED
 2010 MAR 29 AM 9:40
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **540.662.3431** DATE **3/25/10**

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.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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BID OPENING DATE: **04/07/2010** BID OPENING TIME **01:30PM**

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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>QUESTIONS: WRITTEN QUESTIONS WILL BE ACCEPTED THROUGH CLOSE OF BUSINESS (5:00 PM, EST) ON FRIDAY, 03/09/10 SEND YOUR QUESTIONS TO: PURCHASING DIVISION ATTENTION MICHAEL AUSTIN 2019 WASHINGTON ST. EAST CHARLESTON, WV 25305</p> <p>QUESTIONS MAY BE SENT VIA FAX, E-MAIL, OR REGULAR MAIL E-MAIL: MICHAEL.D.AUSTIN@WV.GOV FAX: 304-558-4115</p> <p>IT IS THE VENDORS RESPONSIBILITY TO VERIFY THAT THEIR QUESTIONS HAVE BEEN RECEIVED BY CALLING 304-558-2402.</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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<p>AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</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) 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</p>						

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S H I P T O

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<p>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> <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. 05/26/2009</p>						

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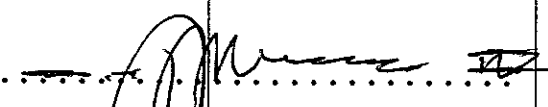
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<p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/></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 style="text-align: right;">..... </p>						

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<p>SIGNATURE</p> <p>..... Stuart M. Perry, Inc.</p> <p>COMPANY</p> <p>March 25, 2010</p> <p>.....</p> <p>DATE</p>						
<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING</p>						

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<p>WAGE RATES APPLY TO THIS PROJECT).</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</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>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 33 RFQ. NO.: 6610C018 BID OPENING DATE: ----- BID OPENING TIME: ----- 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 ----- ***** THIS IS THE END OF RFQ 6610C018 ***** 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, Latest Addition, as modified by the current 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, 107.25, 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 of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Adopted 2000, and the current Supplemental Specifications may be obtained from:

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

All material, except Item P, shall be furnished in accordance with the requirements of the following West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, Latest Addition as modified by the current Supplemental Specifications.

Item P Shall meet West Virginia Division of Highways' Specifications, specifications of adjacent state highway departments or specifications acceptable to the 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. BIDDING INSTRUCTIONS

Any qualification of bids or any modification of the specifications or conditions governing the bids 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, preferably on separate bid schedules.

The purpose of this contract is to establish unit prices for Items A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, and AL 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 District.

State Contract Purchase Orders (SCO's) 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, plus the haul cost (Item U) plus the lay down cost (Item V), plus cleaning & sweeping (Item W), tack material (Item X), mobilization for paving (Items Y or Z), off season plant opening (Item AA), additional heel-in joints (Item AB), skip paving surcharge (Item AC), mobilization for profiling (Item AD), pavement profiling (Item AE), and Traffic Control (Items AF, AG, AH, and AI), and Item AK Pavement repair, however (Items A through R) may be furnished from any approved production location. Items S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, and AL shall be shown on the SCO as a separate pay item when requested by the Engineer.

State Contract Purchase Orders (SCO's) 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'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 Engineer that provides the lowest total cost to the Division of Highways and shall be measured from the Vendor's plant location to the mid-point of the project. All such chosen routes shall have acceptable load limits for both roads and bridges.

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, Item P shall not be requested except when determined by the Engineer that all other equivalent items of material are not available, then only on a pick-up basis. Also, Item U will only be requested in combination with other quoted items.

Upon receipt of a State Contract Purchase Order (SCO) 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 SCO. Failure to acknowledge shall result in cancellation of the SCO and re-award to the next lowest bidder.

4. 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 (see Section 12).

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

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.

All labor rates paid by Vendor under Items S, T, U, V, W, X, Y,Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, 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 authorized to receive materials prior to the issuance of an "SCO".

5. CONTRACT COMPLETION

All State Contract Purchase Order's (SCO's) for lay down work shall be started within five (5) calendar days of vendor acceptance of the "SCO", unless otherwise specified by the Engineer. If not started within 5 days SCO may be cancelled and reissued to next lowest bidder. If not completed within thirty (30) calendar days of the starting date, unless otherwise specified in the SCO, liquidated damages will be assessed in accordance with Section 108.7 of the Standard Specifications Roads and Bridges Latest Addition.

6. GENERAL PROVISIONS

6.1 Lay Down

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

12 6.2 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 two thousand five hundred (2500) feet. When Skip Paving is requested the Vendor shall be paid the Skip Paving Surcharge, Item AC 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.

6.3 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 V.

Additional Heel - In Joints, Item AB, constructed in accordance with the Resurfacing Heel - In Detail may be required as directed by the Engineer at intersecting roadways, at the beginning and end of each paving skip, and other designated locations. Pavement 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.

6.4 Cleaning and Sweeping

Cleaning and Sweeping will normally be performed by the Division. 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.

6.5 Off Season Plant Opening

If the Vendor is required to open his plant in the off season to service the needs of the Division, an additional payment will be made under Item AA, 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.

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

6.5.1 Payment for Item AA 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 State Highway 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.

6.5.2 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 6.5.2a above. For example, if the plant produces 375 tons and the Division 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 6.5.2a. Because the Division's share of this daily production is 40% the Division would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charge.

6.5.3 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.

6.6 Pavement Profiling (Milling)

6.6.1 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.

6.6.2 Method of Measurement:

6.6.2.1 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 State Contract Order (SCO) shall be paid when Pavement Profiling (Milling) is required.

6.6.2.2 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.

6.6.2.3 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, Latest Addition as modified by the current Supplemental Specifications.

6.7 Maintenance of Traffic

Maintenance of Traffic: Traffic Control and Temporary Pavement Marking Paint may be furnished by DOH. When Items AF, AG, AH, AI, are requested, traffic shall be maintained by the Vendor in accordance with Section 636 of the West Virginia Division of Highways Standard Specifications Roads and Bridges Latest Addition as modified by the current 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.

Work shall consist of excavating the shoulder 4" below the proposed finished pavement grade surface for a width and length as directed by the engineer and installing 4" of Base 1 HMA. The excavated material shall be pulled back and used to reshape the shoulder as directed by the engineer. Any excess material shall be removed from the site and disposed of by the contractor. The cost of excavating, reshaping and removal and disposal of excess material shall be included in the unit bid price for "HMA Base 1 Shoulder Paving".

HMA Base 2 Shoulder Paving

Work shall consist of excavating the shoulder 2" below the proposed finished pavement grade surface for a width and length as directed by the engineer and installing 2" of Base 2 HMA. The excavated material shall be pulled back and used to reshape the shoulder as directed by the engineer. Any excess material shall be removed from the site and disposed of by the contractor. The cost of excavating, reshaping and removal and disposal of excess material shall be included in the unit bid price for "HMA Base 2 Shoulder Paving".

6.9 Pavement Repair

Work shall consist of cutting existing pavement, removing damaged material to a depth directed by the engineer, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Base 1 HMA in lifts not exceeding 4 ½" to the level of the existing pavement. The cost of cutting, removing, hauling, disposing of the existing pavement, placing, and compacting the Base 1 HMA shall be included in the Bid price for "Pavement Repair".

6.10 PRICE ADJUSTMENT OF ASPHALT CEMENT

Due to the uncertainty in estimating the costs of petroleum products that will be used during the life of this Contract, adjustment in compensation for contract Items A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, and is provided in The Special Provision for Section 109 as Section 109.10.

The asphalt cement content used for Item P shall be that specified above for the similar materials in Item A through O.

6.11 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, B, C, D, E, F, G, H, I, J, K, L, M, N, and O, is provided for in The Special Provision for Section 109 as Section 109.9.

6.12 Surcharge for Warm-Mix Asphalt

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

Milled Rumble Strips shall be constructed in accordance with "Rumble Strip Special Detail" (See Figure 1).

7. MOBILIZATION FOR PAVING LIMITS

Mobilization for Paving, Items Y and Z will be paid when Vendor is required to place lay down quantities (Item V) under 500 tons. In addition, nighttime mobilization for paving, Item Z will only be paid when Vendor is directed by the Engineer to perform lay down at night.

Only one mobilization for paving per day of operation will be paid, unless moves of over five 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 miles from the paving locations. (This provision may require roundtrip moves of up to 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 two thousand five hundred (2500) feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

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, Latest Addition as modified by the current Supplemental Specifications.

9 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.

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.

10 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 Engineer, using Division 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.

11. 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.

12. VENDOR'S INVOICES

Separate invoices must be submitted for Items "A" through R and for Items "S" through "AL".

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' State Contract Purchase Order(SCO) 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 Y or Z unless he performs the lay down operation and the quantity involved is less than 500 tons for Item Y.

Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

District Five

Bid Schedule

- Item A - Hot-Mix Asphalt Section 401
 Base I
 F.O.B. Vendor Plant @\$ No Bid per ton
 Per ton
- Item B - Hot-Mix Asphalt Section 401
 37.5mm Superpave
 F.O.B. Vendor's Plant @\$ No Bid per ton
 Per ton
- Item C - Hot-Mix Asphalt Section 401
 Base II
 F.O.B. Vendor's Plant @\$ No Bid per ton
 Per ton
- Item D - Hot-Mix Asphalt Section 401
 Patch & Level
 F.O.B. Vendor's Plant @\$ No Bid per ton
 Per ton
- Item E - Hot-Mix Asphalt Section 401
 Wearing IV
 F.O.B. Vendor's Plant @\$ No Bid per ton
 Per ton
- Item F - Hot-Mix Asphalt Section 402
 Wearing IV
 F.O.B. Vendor's Plant @\$ No Bid per ton
 Per ton
- Item G - Hot-Mix Asphalt Section 401
 19mm Superpave
 F.O.B. Vendor's Plant @\$ No bid per ton
 Per ton

Bid Schedule Continued

Item H - Hot-Mix Asphalt Section 401
Scratch Course
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item I - Hot-Mix Asphalt Section 402
9.5mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item J - Hot-Mix Asphalt Section 401
Wearing I
F.O.B. Vendor's Plant @ \$ No bid per ton
Per ton

Item K - Hot-Mix Asphalt Section 402
Wearing I
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item L - Hot-Mix Asphalt Section 401
4.75mm Superpave
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item M - Hot-Mix Asphalt Section 402
4.75mm Superpave
F.O.B. Vendor's Plant @ \$ No bid per ton
Per ton

Item N - Hot-Mix Asphalt Section 401
Wearing III
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item O - Hot-Mix Asphalt Section 402
Wearing III
F.O.B. Vendor's Plant @ \$ No Bid per ton
Per ton

Item P - Hot-Mix Asphalt
Plant Run
F.O.B. Vendor's Plant @ \$ 53.85 per ton
Per ton

Bid Schedule Continued

Item Q - Surcharge for PG70-22 Binder @ \$ No bid per ton
Item R - Surcharge for PG75-22 Binder @ \$ No Bid per ton
Item S - HMA Base 1 Shoulder Paving @ \$ No Bid per ton
Item T - HMA Base 2 Shoulder Paving @ \$ No Bid per ton

Item U - Haul by Vendor
 @ \$ No Bid for first ton mile and
 @ \$ NO bid for each additional mile

Item V - Lay Down of Materials
 Items A thru O, Each Site

0 to 100 tons @ \$ No Bid per ton
 101 to 200 tons @ \$ No Bid per ton
 201 to 500 tons @ \$ No Bid per ton
 501 and up @ \$ No Bid per ton

Item W - Cleaning & Sweeping
 @ \$ No Bid per sq. yd.

Item X - Bituminous Material for Tack Coat
 Or Prime
 All Types @ \$ No Bid per gallon

Material furnished and applied under Item X to be in accordance with Section 408 of the referenced specifications, as directed by the Engineer.

Item Y - Daytime Paving Mobilization - A Mobilization for Paving Charge of \$ No Bid may be made when the purchase order quantity per paving location is less than 500 tons of Hot-Mix Asphalt and nighttime paving is not specified.

Item Z - Nighttime Paving Mobilization - A Mobilization for Paving Charge of \$ NO Bid may be made when the Engineer directs that the paving is to be done at night.

Bid Schedule Continued

- Item AA - Off Season Plant Opening
 @\$ No Bid for first day
 @\$ No Bid for each additional day
- Item AB - Additional Heel-In Joints
 @\$ NO Bid per lineal foot
- Item AC - Skip Paving Surcharge
 @\$ No Bid per ton
- Item AD - Mobilization for Profiling
 @\$ No Bid per SCO
- Item AE - Pavement Profiling (Milling), square yards per SCO
 Less than 250
 250 less than 500 \$ No Bid per sq. yd.
 500 less than 1000 \$ No Bid per sq. yd.
 1000 less than 2500 @\$ No Bid per sq. yd.
 2500 less than 5000 @\$ No Bid per sq. yd.
 5000 and greater @\$ No Bid per sq. yd.
- Item AF - Pilot Truck and Driver
 @\$ No Bid per day
- Item AG - Traffic Control Devices
 @\$ NO Bid per Unit
- Item AH - Flagger
 @\$ NO Bid per Hour
- Item AI - Arrow Board
 @\$ No Bid per Day
- Item AJ - Milled Rumble Strips
 @\$ No Bid per LF
- Item AK - Pavement Repair
 \$ No Bid per Ton of HMA Base 1
- Item AL - Surcharge for Warm-Mix Asphalt
 \$ No Bid per Ton
 For Items A-O

Vendor's Plant Location

Winchester, VA or Berryville, VA



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

Request for Quotation

RFQ NUMBER
6610C018

PAGE
1

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

VENDOR

*709033507 540-662-3431
 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
03/09/2010				

BID OPENING DATE: 04/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
DATE AND TIME CHANGED FOR WRITTEN QUESTIONS ACCEPTED:						
FROM: 03-09-10 @ 5:00 P.M.						
TO: 03/15/10 @ 5:00 P.M.						
BID OPENING DATE AND TIME REMAINS 04/07/10 @ 1:30 P.M.						
NO OTHER CHANGES.						
0001		TN		745-07		
	1					
	HOT MIX ASPHALT					
***** THIS IS THE END OF RFQ 6610C018 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	540.662.3431	3/25/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President	54-0541865		

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF Virginia

COUNTY OF Frederick, TO-WIT:

I, Maurice W. Perry, II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Stuart M. Perry, Inc.; and,
(Company Name)
- 2. I do hereby attest that Stuart M. Perry, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Stuart M. Perry, Inc.

(Company Name)

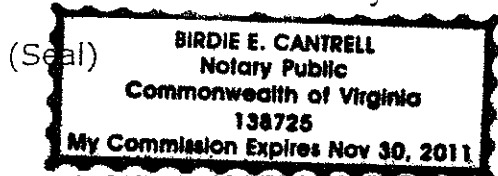
By: 

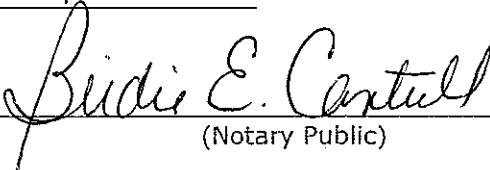
Title: Vice President

Date: March 25, 2010

Taken, subscribed and sworn to before me this 25 day of March 2010.

By Commission expires November 30, 2011




(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

'Debt' means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

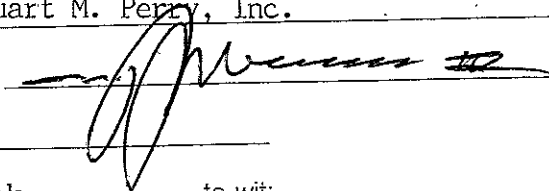
'Debtor' means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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: March 25, 2010

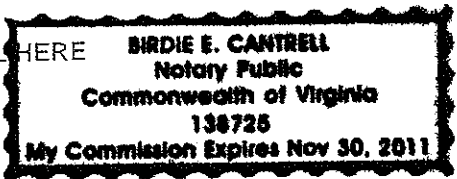
State of Virginia

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 25 day of March, 2010

My Commission expires November 30, 2011, 2011

AFFIX SEAL HERE



NOTARY PUBLIC 