



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

Request for Quotation

RFO NUMBER
6612C019

PAGE
1

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

VENDOR

*709063002 606-921-6817
MARATHON PETROLEUM COMPANY LP
C/O BIG SANDY ASPHALT
15085 MAYO TRAIL RD
CATLETTSBURG KY 41129

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
				LIQUID ASPHALT MATERIAL		
				OPEN END		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT TO PROVIDE FOR PLANT PICKUP OR DELIVERY OF LIQUID ASPHALT MATERIAL TO ANY LOCATION WITHIN THE TEN DIVISION OF HIGHWAYS DISTRICTS PER THE ATTACHED SPECIFICATIONS.		
				TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.		
				DEADLINE FOR TECHNICAL QUESTIONS IS 02/16/12 AT THE CLOSE OF BUSINESS.		
				ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.		
				EXHIBIT 3		
				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 "REASONABL		

RECEIVED

2012 FEB 29 AM 11:50

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 606-921-6817	DATE 2/29/2012
TITLE <i>[Signature]</i>	FEIN 31-1537655	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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ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS
304-558-2402

VENDOR

*709063002 606-921-6817
 MARATHON PETROLEUM COMPANY LP
 C/O BIG SANDY ASPHALT
 15085 MAYO TRAIL RD
 CATLETTSBURG KY 41129

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

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

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						
<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Anderson</i>	TELEPHONE 606-921-6815	DATE 2/29/2012
TITLE <i>Director of Purchasing</i>	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF
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PROPERTY

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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. 01/17/2012</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 THE VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE 606-921-6815	DATE 2/29/2012
TITLE FICKEL'S MGR.	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE

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STATE

DIVISION OF HIGHWAYS
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<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>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</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Alan Cummings</i>	TELEPHONE 606-921-6815	DATE 2/29/2012
TITLE <i>Alan Cummings</i>	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE

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PROPERTY

*709063002 606-921-6817
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <div style="text-align: center;"> SIGNATURE Marathon Petroleum Company LP COMPANY ... 2/29/2012 ... DATE </div> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	606-921-6815	2/29/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Director MGR	31-1537655	

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



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

RODNEY

***709063002 606-921-6817**
MARATHON PETROLEUM COMPANY LP
C/O BIG SANDY ASPHALT
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BID OPENING DATE: **02/29/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ALAN CUMMINGS</p> <p>RFQ. NO.: 6612C019</p> <p>BID OPENING DATE: 2/29/12</p> <p>BID OPENING TIME: 1:30 P.M.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 606-921-6814 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- J. Jeffrey Rutherford -----</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>J. Jeffrey Rutherford</i>	TELEPHONE 606-921-6815	DATE 2/29/2012	
TITLE TERMINAL MGR.	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE	

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

Bid Schedule
 Liquid Asphalt Material F.O.B. Tank Truck Delivery

6612C019

District 1 - Boone County, Clay County, Kanawha County,
 Mason County and Putnam County

*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. Award will be based on lowest cost per item, excluding items 5, 6 and 7.

Item Number	Item Description	*Estimated Gallons Boone	Cost Per Gallon Boone	*Estimated Gallons Clay	Cost Per Gallon Clay	*Estimated Gallons Kanawha	Cost Per Gallon Kanawha	*Estimated Gallons Mason	Cost Per Gallon Mason	*Estimated Gallons Putnam	Cost Per Gallon Putnam
Anionic Liquid Asphaltic Emulsion (Spec 705.2)											
1	RS-2	X	X	X	X	X	X	X	X	X	X
2	HFMS-2	X	X	60,000	X	X	X	60,000	X	X	X
	a) 3000-4000 gallons	X	X	X	2.16	X	X	X	2.15	X	X
	b) 4001-5000 gallons	X	X	X	2.11	X	X	X	2.10	X	X
	c) 5001 or greater	X	X	X	2.08	X	X	X	2.07	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)											
4	Polymer Modified CRS-2P	X	X	6,000	X	X	X	6,000	X	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	X	X	15.00	X	X	X	15.00	X	X
6	Rental A charge for portable storage tank or "drop" tank trailer	X	X	X	NO BID	X	X	X	NO BID	X	X
7	Return Load Material must be returned through no fault of the vendor	X	X	X	622.00	X	X	X	461.00	X	X

Bid Schedule 6612C019
Liquid Asphalt Material F.O.B. Tank Truck Delivery

District 2 - Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County

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Item Number	Item Description	*Estimated Gallons Cabell	Cost Per Gallon Cabell	*Estimated Gallons Lincoln	Cost Per Gallon Lincoln	*Estimated Gallons Logan	Cost Per Gallon Logan	*Estimated Gallons Mingo	Cost Per Gallon Mingo	*Estimated Gallons Wayne	Cost Per Gallon Wayne
Anionic Liquid Asphaltic Emulsion (Spec 705.2)											
1	RS-2	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X	2.12	X	2.14	X	2.17	X	2.16	X	2.13
	b) 4001-5000 gallons	X	2.07	X	2.09	X	2.12	X	2.11	X	2.08
	c) 5001 or greater	X	2.04	X	2.06	X	2.09	X	2.08	X	2.05
2	HFMS-2	6,000	X	6,000	X	6,000	X	6,000	X	6,000	X
	a) 3000-4000 gallons	X	2.12	X	2.14	X	2.17	X	2.16	X	2.13
	b) 4001-5000 gallons	X	2.07	X	2.09	X	2.12	X	2.11	X	2.08
	c) 5001 or greater	X	2.04	X	2.06	X	2.09	X	2.08	X	2.05
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)											
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Cabell		Cost Per 1/4 hour Lincoln		Cost Per 1/4 hour Logan		Cost Per 1/4 hour Mingo		Cost Per 1/4 hour Wayne
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	15.00	X	15.00	X	15.00	X	15.00	X	15.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X	\$0.10	X	0.10	X	\$0.10	X	0.10	X	\$0.10
			Lump Sum Cabell		Lump Sum Lincoln		Lump Sum Logan		Lump Sum Mingo		Lump Sum Wayne
7	Return Load Material must be returned through no fault of the vendor	X	\$322	X	418.00	X	\$564	X	\$26.00		\$332

Bid Schedule 6612C019
 Liquid Asphalt Material F.O.B. Tank Truck Delivery

District 7 - Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

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Item Number	Item Description	*Estimated		Cost Per		*Estimated		Cost Per		*Estimated		Cost Per	
		Gallons Barbour	Gallon Barbour	Gallons Braxton	Gallon Braxton	Gallons Gilmer	Gallon Gilmer	Gallons Upshur	Gallon Upshur	Gallons Lewis	Gallon Lewis	Gallons Webster	Gallon Webster
Anionic Liquid Asphaltic Emulsion (Spec 705.2)													
1	RS-2	50,000	X	35,000	X	40,000	X	60,000	X	80,000	X	40,000	X
	a) 3000-4000 gallons	X		X	2.16	X		X		X		X	2.17
	b) 4001-5000 gallons	X		X	2.10	X		X		X		X	2.11
	c) 5001 or greater	X		X	2.06	X		X		X		X	2.07
2	HFMS-2	X	X	X	X	X	X	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)													
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Barbour		Cost Per 1/4 hour Braxton		Cost Per 1/4 hour Gilmer		Cost Per 1/4 hour Lewis		Cost Per 1/4 hour Upshur		Cost Per 1/4 hour Webster
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X		X	15.00	X		X		X		X	15.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X		X	No Bid	X		X		X		X	No Bid
			Lump Sum Barbour		Lump Sum Braxton		Lump Sum Gilmer		Lump Sum Lewis		Lump Sum Upshur		Lump Sum Webster
7	Return Load Material must be returned through no fault of the vendor	X		X	719.00	X		X		X		X	794.00

Bid Schedule
Liquid Asphalt Material F.O.B. Tank Truck Delivery

6612C019

District 8 - Pendleton County, Pocahontas County,
Randolph County and Tucker County

*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. Award will be based on lowest cost per item, excluding items 5, 6 and 7.

Item Number	Item Description	*Estimated Gallons Pendleton	Cost Per Gallon Pendleton	*Estimated Gallons Pocahontas	Cost Per Gallon Pocahontas	*Estimated Gallons Randolph	Cost Per Gallon Randolph	*Estimated Gallons Tucker	Cost Per Gallon Tucker
Anionic Liquid Asphaltic Emulsion (Spec 705.2)									
1	RS-2	X		X	X	X	X	X	X
2	HFMS-2	40,000	X	X	X	X	X	X	X
	a) 3000-4000 gallons	X	2.43	X	X	X	X	X	X
	b) 4001-5000 gallons	X	2.32	X	X	X	X	X	X
	c) 5001 or greater	X	2.25	X	X	X	X	X	X
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)									
4	Polymer Modified CRS-2P	20,000	X	25,000	X	40,000	X	50,000	X
	a) 3000-4000 gallons	X		X		X		X	
	b) 4001-5000 gallons	X		X		X		X	
	c) 5001 or greater	X		X		X		X	
			Cost Per 1/4 hour Pendleton		Cost Per 1/4 hour Pocahontas		Cost Per 1/4 hour Randolph		Cost Per 1/4 hour Tucker
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	15.00	X		X		X	
			Cost Per Gallon Pendleton		Cost Per Gallon Pocahontas		Cost Per Gallon Randolph		Cost Per Gallon Tucker
6	Rental A charge for portable storage tank or "drop" tank trailer	X	No Bid	X		X		X	
			Lump Sum Pendleton		Lump Sum Pocahontas		Lump Sum Randolph		Lump Sum Tucker
7	Return Load Material must be returned through no fault of the vendor	X	\$1,250	X		X		X	

Bid Schedule
Liquid Asphalt Material F.O.B. Tank Truck Delivery

6612C019

*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. Award will be based on lowest cost per item, excluding items 5, 6 and 7.

District 10 - McDowell County, Mercer County,
Raleigh County and Wyoming County

Item Number	Item Description	*Estimated Gallons McDowell	Cost Per Gallon McDowell	*Estimated Gallons Mercer	Cost Per Gallon Mercer	*Estimated Gallons Raleigh	Cost Per Gallon Raleigh	*Estimated Gallons Wyoming	Cost Per Gallon Wyoming
Anionic Liquid Asphaltic Emulsion (Spec 705.2)									
1	RS-2	50,000	X	50,000	X	50,000	X	50,000	X
	a) 3000-4000 gallons	X	2.22	X	2.23	X	2.21	X	2.22
	b) 4001-5000 gallons	X	2.16	X	2.17	X	2.15	X	2.16
	c) 5001 or greater	X	2.12	X	2.13	X	2.11	X	2.12
2	HFMS-2	20,000	X	20,000	X	20,000	X	20,000	X
	a) 3000-4000 gallons	X	2.22	X	2.23	X	2.21	X	2.22
	b) 4001-5000 gallons	X	2.16	X	2.17	X	2.15	X	2.16
	c) 5001 or greater	X	2.12	X	2.13	X	2.11	X	2.12
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X
Cationic Liquid Asphaltic Emulsion (Spec 705.11)									
4	Polymer Modified CRS-2P	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour McDowell		Cost Per 1/4 hour Mercer		Cost Per 1/4 hour Raleigh		Cost Per 1/4 hour Wyoming
5	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	15.00	X	15.00	X	15.00	X	15.00
6	Rental A charge for portable storage tank or "drop" tank trailer	X	No Bid	X	No Bid	X	No Bid	X	No Bid
			Lump Sum McDowell		Lump Sum Mercer		Lump Sum Raleigh		Lump Sum Wyoming
7	Return Load Material must be returned through no fault of the vendor	X	\$719	X	768.00	X	\$671	X	687.00

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: Marathon Petroleum Company LP

Authorized Signature: [Signature] Date: 2/28/2012

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 28th day of February, 2012.

My Commission expires November 5, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Marathon Petroleum Company LP

539 South Main Street
Findlay, OH 45840
Telephone 419/422-2121

January 1, 2012

To Whom It May Concern:

RE: Evidence of Insurance for Marathon Petroleum Company LP, Speedway LLC, and all of their wholly-owned subsidiaries

Marathon Petroleum Company LP (MPC) and Speedway LLC (Speedway) are direct, wholly-owned subsidiaries of Marathon Petroleum Corporation (Marathon). The insurance required by your company will be provided by MPC and Speedway under Marathon's corporate insurance programs. Marathon is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC and Speedway are contractually liable, are paid through the financial resources of MPC and Speedway and are administered by them under their self-administered claims program.

The insurance limits required by your company fall within these corporate self-insured retentions. MPC and Speedway will respond to bodily injury and/or property damage claims made against them arising out of and/or relating to the agreement with your company as would a commercial insurer.

The following is a listing of primary coverages self-insured by Marathon:

- Commercial General Liability
- Dram Shop Liability
- Pollution Legal Liability
- Automobile Liability (including MCS-90 Motor Carrier Endorsement)
- Workers' Compensation/Employers Liability
- First-party Property Damage & Business Interruption

This confirmation of self-insurance will remain in effect until the expiration or termination of the agreement or earlier if rescinded in writing by Marathon.

Sincerely,

Kevin B. Walker
Financial Protection



Marathon Petroleum Company LP

West Virginia Department of Highways Administration
2010 Washington St. East
Charleston, WV 25305

2/29/2012

Please see the attached statement regarding workers Comp.

On requisition 6612C019 Marathon Petroleum Company, LP will be supplying materials only to the WVDOH. Marathon Petroleum Company LP will not be employing West Virginia residents to perform labor affiliated with such requisition within the boundaries of West Virginia since it is a material only bid. Should you have any further questions please don't hesitate to call Jeff Rutherford at 606-921-6817.

Sincerely

A handwritten signature in cursive script, appearing to read 'J. Jeffrey Rutherford'.

J. Jeffrey Rutherford
Territory Manager