



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

**Solicitation**

NUMBER
6613C023

PAGE
1

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

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

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DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/06/2013

BID OPENING DATE:

02/27/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
ASPHALT  REQUEST FOR QUOTATION OPEN-END CONTRACT  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO PROVIDE PLANT PICK UP OR DELIVERY OF LIQUID ASPHALT MATERIAL FOR USE AT LOCATIONS THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.  ***** THIS IS THE END OF RFQ 6613C023 ***** TOTAL: _____  03/13/13 09:30:04 AM West Virginia Purchasing Division						

SIGNATURE <i>Jeffrey Rutherford</i>	TELEPHONE 606-921-6817	DATE 2/25/2013
TITLE <i>Jeffrey Rutherford</i>	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [ ]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| | **Commercial General Liability Insurance:**  
[ ] or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

	[ ]
	[ ]
	[ ]
	[ ]
	[ ]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.


The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

described herein

for delivery delays.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Marathon Petroleum Company LP  
(Company)

Jeffrey Rutherford  
(Authorized Signature)

J. Jeffrey Rutherford, Territory Mgr.  
(Representative Name, Title)

606-921-6817      606-921-6814  
(Phone Number)      (Fax Number)

2/25/2013  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 6613C023**

**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.

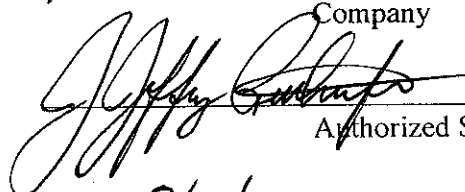
**Addendum Numbers Received:**

(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 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 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.

Marathon Petroleum Company LP  
Company

  
Authorized Signature

3/06/2013  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012





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

6613C023

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS  
 304-558-2402

MAGAZINE

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

SPECIAL

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED  
 02/25/2013  
 BID OPENING DATE

LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
ADDENDUM NO. 01							
ISSUED TO DISTRIBUTE VENDOR QUESTION AND AGENCY RESPONSE, AS WELL AS PUBLISH EXCEL FILES TO THE PURCHASING BULLETIN WEBSITE.							
BID OPENING DATE AND TIME HAVE CHANGED FROM 02/27/13 AT 1:30 P.M. TO 03/13/13 AT 1:30 P.M.							
0001	1	TN		745-07			
				ASPHALT			
***** THIS IS THE END OF RFQ 6613C023 ***** TOTAL:							

SIGNATURE: *Jeffrey Cummins* TELEPHONE: 606-921-6817 DATE: 3/06/2013  
 TITLE: *Director* FEN: 31-1537655 ADDRESS CHANGES TO BE NOTED ABOVE  
 WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SOLICITATION NUMBER: 6613c023**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("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 vendor question and agency response, as well as publish excel files to the purchasing bulletin website.

Bid opening date and time have changed from 02/27/13 at 1:30 P.M. to 03/13/13 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.

RFQ#6613C023 Liquid Asphalt Material

Addendum #1

Question #1: On Exhibit A.2 Pricing Page, when a District requests Anionic Liquid Asphaltic Emulsion can we bid Cationic Liquid Asphaltic Emulsion as a replacement for it?

Response #1: No. Each District had the choice of Anionic and/or Cationic Liquid Asphaltic Emulsion as requested on the Pricing Pages. Replacement bids for what is requested per District will not be accepted.



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

**Solicitation**

NUMBER
6613C023

PAGE
1

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

TO ORDER

\*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
02/26/2013

BID OPENING DATE:

03/13/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-07		
ADDENDUM NO.02 ISSUED TO CORRECT AND REPLACE PRICING PAGE EXHIBIT A.2 AND TO DISTRIBUTE VENDOR QUESTION AND AGENCY RESPONSE. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 03/13/13 AT 1:30 P.M.						
ASPHALT						
***** THIS IS THE END OF RFQ 6613C023 ***** TOTAL:						

SIGNATURE <i>Jeffery Qualls</i>	TELEPHONE 606-921-6817	DATE 3/06/2013
TITLE Purchasing Manager	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: 6613C023**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as ("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 CORRECT AND REPLACE PRICING PAGE EXHIBIT A.2  
AND TO DISTRIBUTE VENDOR QUESTION AND AGENCY RESPONSE.

BID OPENING DATE AND TIME REMAIN UNCHANGED AS 03/13/13  
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.

RFQ#6613C023 Liquid Asphalt Material

Addendum #2

Question #1: District 9, Page 35. For Fayette and Monroe Counties, lines 7, 8 & 9 are blocked out to where a vendor cannot bid demurrage, rental or return charges like all other counties. Is there a reason these two were setup this way or is it just an oversight?

Response #1: Yes. This was a typo. Lines 7, 8 and 9 should not have been blocked out for demurrage, rental or return load. Please see a revised Pricing Page for District 9.

REQUEST FOR QUOTATION  
6613C023 Liquid Asphalt Material

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A copy of these Standard Specifications and Supplements may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305  
(Phone) 304-558-2885

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

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.2.1 Anionic Liquid Asphaltic Emulsion:** shall meet the requirements of Spec 705.4:
- 3.2.1.1 RS-2
  - 3.2.1.2 HFMS-2
  - 3.2.1.3 SS-1h (Diluted) shall meet the requirements of AASHTO M 140 diluted by the addition of one part water to each part.
- 3.2.2 Cationic Liquid Asphaltic Emulsion:** shall meet the requirements of Spec 705.12:
- 3.2.2.1 Polymer Modified CRS-2P
  - 3.2.2.2 Polymer Modified RS-2P
- 3.2.3 Asphaltic Emulsion Trackless Tack:** shall meet the requirements of MCS&T Bituminous Materials, 401.02.25:
- 3.2.3.1 NTSS-1HM
- 3.2.4 Additional Fees:**
- 3.2.4.1 **Demurrage:** Should a Vendor expect to collect demurrage on tank truck transports units, after a designated period of time, occasioned by delay in unloading when delivering to other than WVDOH storage facilities, such as portable storage facilities, the charge shall be so stated on Exhibit A.2, Pricing Page. A maximum unloading time of two hours shall be considered free of charge. A charge shall be applied to each additional one-fourth (1/4) hour.
  - 3.2.4.2 **Rental:** Upon request, the Vendor shall be required to furnish portable storage facilities at the WVDOH project sites. As agreed upon by the Vendor and the WVDOH District Engineer, the Vendor may furnish a portable storage tank or "drop" a transport tank trailer. The Vendor shall be notified a minimum of five (5) working days in advance of delivery when portable storage facilities are required. Both portable storage facility shall have a capacity of not less than 5,000 gallons and shall meet the

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide plant pickup or delivery of Liquid Asphalt Material for use at locations throughout the State of WV by the WV Division of Highways.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 6613C023.
  - 2.4 **“WVDOH”** used through this RFQ means the West Virginia Division of Highways.
  - 2.5 **“MCS&T”** used throughout this RFQ means Materials Control, Soils and Testing Division of the West Virginia Division of Highways.
  - 2.6 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited 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, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications are interchangeable.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1. **Specifications:** The following section of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by the January 1, 2011 Supplemental Specifications, the January 1, 2012 Supplemental Specifications and the January 1, 2013 Supplemental Specifications, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.



REQUEST FOR QUOTATION  
6613C023 Liquid Asphalt Material

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requirements contained in Section 3.4 of these specifications. Vendor shall bid one price which shall apply to either portable storage facility.

**3.2.4.3 Return Load:** The return of a complete or partial tank truck load of material not accepted by the WVDOH can be charged at a lump sum. In order for the Return Load charge to be valid, the return must be returned through no fault of the Vendor.

**3.3 Testing:** In accordance with MP 401.02.25, MCS&T maintains an approved list of asphalt materials and sources on their website. For the purpose of maintaining their approved status, these materials are routinely testing throughout the year by the Asphalt Section at MCS&T. Any asphalt material that is on the most recent list does not require additional testing beyond the standard requirements of MCS&T unless specifically requested by the WVDOH.

In accordance with MP 401.02.25, when a non-approved grade of asphalt material is furnished by a supplier, the following requirements shall apply:

**3.3.1** the supplier shall be required to furnish representative samples of each batch or lot of material, sampled by an authorized representative of the WVDOH.

**3.3.2** the samples shall be taken in accordance with MP 700.00.01 and shall be tested for compliance to the governing specifications in the WVDOH approved laboratory.

Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

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

**3.5 Material Temperature Requirement:** Net gallons furnished shall be no less than 60°F. The Vendor shall furnish certificates showing the loading temperature; number of gallons loaded at loading temperatures, number of gallons allowed for shrinkage and net gallons at 60°F.

#### 4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified Vendors who submit a valid bid for

REQUEST FOR QUOTATION  
6613C023 Liquid Asphalt Material

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Exhibit A.1 Pricing Page F.O.B. Vendor's Plant will be awarded a contract for those items bid. A Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest cost per item, per County, per District as shown on Exhibit A.2 Pricing Pages F.O.B. Tank Truck Delivery.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a price for any or all of the various grades of asphalt material. There is no price escalation clause.

**NOTE:** Each item on Exhibit A.2 Pricing Page has three quantity ranges for pricing. Vendor may bid any or all of the quantity ranges per item.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:  
alan.w.cummings@wv.gov.

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**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. The WVDOH will only place orders for no less than 3,000 gallons per Agency Release. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION  
6613C023 Liquid Asphalt Material

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**7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jeffrey Rutherford  
Telephone Number: 606-921-6817  
Fax Number: 606-921-6814  
Email Address: JJRutherford@MarathonPetroleum.com

**6. DELIVERY AND RETURN:**

**6.1 Delivery Time:** Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable delivery date after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

The WVDOH reserves the right to charge a late delivery fee toward the Vendor when a specified delivery time is not met. After an initial two hour grace period, the amount of the late delivery fee will be calculated at the rate of \$100.00 for each one-quarter (1/4) hour of late delivery.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** Refer to Section 3.2.4.3 of these specifications.

**6.5 Return Due to Agency Error:** Refer to Section 3.2.4.3 of these specifications.

**7. MISCELLANEOUS:**

**7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Item Number	Item Description	Cost Per Gallon
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>		
1	RS-2	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
2	HFMS-2	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
3	SS-1h (Diluted)	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.12)</b>		
4	Polymer Modified CRS-2P	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
5	Polymer Modified RS-2P	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
<b>Asphaltic Emulsion Trackless Tack (401.02.25)</b>		
6	NTSS-1HN	X
	a) 3000-4000 gallons	X
	b) 4001-5000 gallons	X
	c) 5001 or greater	X
Plant	Big Sandy Asphalt	
Location	Catlettsburg, Ky.	

\*Quantities listed in this RFQ are approximations only. It is understood and that the contract shall cover the quantities actually ordered for delivery during term of the contract, whether more or less than the quantities shown. Award based on lowest cost per item, per County, per District, excluding Items 7, 1

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

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
<b>Anionic Liquid Asphaltic Emulsion (Spec 7(15.4))</b>										
2	HFMS-2	X	X	60,000	X	X	X	60,000	X	X
	a) 3000-4000 gallons	X	X	X	2.12	X	X	X	2.14	X
	b) 4001-5000 gallons	X	X	X	2.08	X	X	X	2.10	X
	c) 5001 or greater	X	X	X	2.04	X	X	X	2.06	X
<b>Asphaltic Emulsion Trackless Tack (401.02.25)</b>										
6	NTSS-1HM	X	X	60,000	X	X	X	60,000	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X
			Cost Per 1/4 hour Boone		Cost Per 1/4 hour Clay		Cost Per 1/4 hour Kanawha		Cost Per 1/4 hour Mason	
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	X	X	20.00	X	X	X	20.00	X
			Cost Per Gallon Boone		Cost Per Gallon Clay		Cost Per Gallon Kanawha		Cost Per Gallon Mason	
8	Rental A charge for portable storage tank or "drop" tank trailer	X	X	X	0.12	X	X	X	0.12	X
			Lump Sum Boone		Lump Sum Clay		Lump Sum Kanawha		Lump Sum Mason	
9	Return Load Material must be returned through no fault of the vendor	X	X	X	622.00	X	X	X	461.00	X

Exhibit A.2

6613C(23

Pricing Page

Liquid Asphalt Material

F.O.B. Tank Truck Delivery

District 2 - Cabell County, Lincoln County, Logan County,  
Mingo County and Wayne 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, per County, per District, excluding items 7, 8 and 9.

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
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>											
1	RS-2	15,000	X	15,000	X	15,000	X	15,000	X	15,000	X
	a) 3000-4000 gallons	X	2.10	X	2.12	X	2.15	X	2.14	X	2.11
	b) 4001-5000 gallons	X	2.05	X	2.07	X	2.10	X	2.09	X	2.08
	c) 5001 or greater	X	2.02	X	2.04	X	2.07	X	2.06	X	2.03
2	HFMS-2	6,000	X	6,000	X	6,000	X	6,000	X	6,000	X
	a) 3000-4000 gallons	X	2.10	X	2.12	X	2.15	X	2.14	X	2.13
	b) 4001-5000 gallons	X	2.05	X	2.07	X	2.10	X	2.09	X	2.08
	c) 5001 or greater	X	2.02	X	2.04	X	2.07	X	2.06	X	2.03
			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
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	20.00	X	20.00	X	20.00	X	20.00	X	20.00
			Cost Per Gallon Cabell		Cost Per Gallon Lincoln		Cost Per Gallon Logan		Cost Per Gallon Mingo		Cost Per Gallon Wayne
8	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
9	Return Load Material must be returned through no fault of the vendor	X	350	X	425.00	X	564	X	526.00	X	350

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District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

Item Number	Item Description	*Estimated Gallons Calhoun	Cost Per Gallon Calhoun	*Estimated Gallons Jackson	Cost Per Gallon Jackson	*Estimated Gallons Pleasants	Cost Per Gallon Pleasants	*Estimated Gallons Ritchie	Cost Per Gallon Ritchie	*Estimated Gallons Roane	Cost Per Gallon Roane	*Estimated Gallons Wirt	Cost Per Gallon Wirt	*Estimated Gallons Wood	Cost Per Gallon Wood
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>															
1	RS-2	X	X	X	X	X	X	X	X	X	X	30,000	X	X	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	x	X	X
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	x	X	X
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	x	X	X
2	HFMS-2	40,000	X	50,000	X	10,000	X	10,000	X	50,000	X	X	X	30,000	X
	a) 3000-4000 gallons	X	x	X	2.04	X	x	X	x	X	2.04	X	X	X	x
	b) 4001-5000 gallons	X	x	X	2.00	X	x	X	x	X	2.00	X	X	X	x
	c) 5001 or greater	X	x	X	1.96	X	x	X	x	X	1.96	X	X	X	x
3	SS-1h (Diluted)	X	X	X	X	X	X	X	X	X	X	X	X	15,000	X
	a) 3000-4000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	
	b) 4001-5000 gallons	X	X	X	X	X	X	X	X	X	X	X	X	X	
	c) 5001 or greater	X	X	X	X	X	X	X	X	X	X	X	X	X	
			Cost Per 1/4 hour Calhoun		Cost Per 1/4 hour Jackson		Cost Per 1/4 hour Pleasants		Cost Per 1/4 hour Ritchie		Cost Per 1/4 hour Roane		Cost Per 1/4 hour Wirt		Cost Per 1/4 hour Wood
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	X	X	20.00	X	X	X	X	X	20.00	X	X	X	
			Cost Per Gallon Calhoun		Cost Per Gallon Jackson		Cost Per Gallon Pleasants		Cost Per Gallon Ritchie		Cost Per Gallon Roane		Cost Per Gallon Wirt		Cost Per Gallon Wood
8	Rental A charge for portable storage tank or "drop" tank trailer	X	X	X	X	X	X	X	X	X	X	X	X	X	
			Lump Sum Calhoun		Lump Sum Jackson		Lump Sum Pleasants		Lump Sum Ritchie		Lump Sum Roane		Lump Sum Wirt		Lump Sum Wood
9	Return Load Material must be returned through no fault of the vendor	X			565.00	X		X		X	596	X		X	



Exhibit A.2

6613C023

Pricing Page Liquid Asphalt Material F.O.B. Tank Truck Delivery

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

Item Number	Item Description	*Estimated Gallons Barbour	Cost Per Gallon Barbour	*Estimated Gallons Braxton	Cost Per Gallon Braxton	*Estimated Gallons Gilmer	Cost Per Gallon Gilmer	*Estimated Gallons Lewis	Cost Per Gallon Lewis	*Estimated Gallons Upshur	Cost Per Gallon Upshur	*Estimated Gallons Webster	Cost Per Gallon Webster
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>													
1	RS-2	60,000	X	50,000	X	40,000	X	60,000	X	80,000	X	40,000	X
	a) 3000-4000 gallons	X		X	2.10	X		X		X		X	2.12
	b) 4001-5000 gallons	X		X	2.06	X		X		X		X	2.08
	c) 5001 or greater	X		X	2.02	X		X		X		X	2.04
			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
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X		X	20.00	X		X		X		X	20.00
			Cost Per Gallon Barbour		Cost Per Gallon Braxton		Cost Per Gallon Gilmer		Cost Per Gallon Lewis		Cost Per Gallon Upshur		Cost Per Gallon Webster
8	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
9	Return Load Material must be returned through no fault of the vendor	X		X	735.00	X		X		X		X	794.00

Exhibit A.2

6613C023

Pricing Page Liquid Asphalt Material F.O.B. Tank Truck Delivery

District 9 - Fayette County, Greenbrier County, Monroe County,  
Nicholas County and Summers County

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Item Number	Item Description	*Estimated Gallons Fayette	Cost Per Gallon Fayette	*Estimated Gallons Greenbrier	Cost Per Gallon Greenbrier	*Estimated Gallons Monroe	Cost Per Gallon Monroe	*Estimated Gallons Nicholas	Cost Per Gallon Nicholas	*Estimated Gallons Summers	Cost Per Gallon Summers
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>											
1	RS-2	25,000	X	25,000	X	15,000	X	10,000	X	10,000	X
	a) 3000-4000 gallons	X	2.16	X	2.18	X	2.16	X	2.16	X	2.16
	b) 4001-5000 gallons	X	2.12	X	2.14	X	2.12	X	2.12	X	2.12
	c) 5001 or greater	X	2.08	X	2.10	X	2.08	X	2.08	X	2.08
<b>Cationic Liquid Asphaltic Emulsion (Spec 705.12)</b>											
5	Polymer Modified RS-2P	25,000	X	25,000	X	15,000	X	10,000	X	10,000	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
			Cost Per 1/4 hour Fayette		Cost Per 1/4 hour Greenbrier		Cost Per 1/4 hour Monroe		Cost Per 1/4 hour Nicholas		Cost Per 1/4 hour Summers
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	20.00	X	20.00	X	20.00	X	20.00	X	20.00
			Cost Per Gallon Fayette		Cost Per Gallon Greenbrier		Cost Per Gallon Monroe		Cost Per Gallon Nicholas		Cost Per Gallon Summers
8	Rental A charge for portable storage tank or "drop" tank trailer	X	NO Bid	X	No Bid	X	No Bid	X	No Bid	X	No Bid
			Lump Sum Fayette		Lump Sum Greenbrier		Lump Sum Monroe		Lump Sum Nicholas		Lump Sum Summers
9	Return Load Material must be returned through no fault of the vendor	X	775	X	950.00	X	790	X	775.00	X	775

**Exhibit A.2  
Pricing Page**

6513C023

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

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

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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
<b>Anionic Liquid Asphaltic Emulsion (Spec 705.4)</b>									
1	RS-2	50,000	X	50,000	X	50,000	X	50,000	X
	a) 3000-4000 gallons	X	2.20	X	2.21	X	2.19	X	2.20
	b) 4001-5000 gallons	X	2.16	X	2.17	X	2.13	X	2.16
	c) 5001 or greater	X	2.10	X	2.11	X	2.09	X	2.10
2	HFMS-2	30,000	X	30,000	X	30,000	X	30,000	X
	a) 3000-4000 gallons	X	2.20	X	2.21	X	2.19	X	2.20
	b) 4001-5000 gallons	X	2.16	X	2.17	X	2.13	X	2.16
	c) 5001 or greater	X	2.10	X	2.11	X	2.09	X	2.10
			Cost Per 1/4 hour McDowell		Cost Per 1/4 hour Mercer		Cost Per 1/4 hour Raleigh		Cost Per 1/4 hour Wyoming
7	Demurrage A charge for each additional 1/4 hour after the first free 2 hours.	X	20.00	X	20.00	X	20.00	X	20.00
			Cost Per Gallon McDowell		Cost Per Gallon Mercer		Cost Per Gallon Raleigh		Cost Per Gallon Wyoming
8	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
9	Return Load Material must be returned through no fault of the vendor	X	730	X	780.00	X	690	X	705.00



**Marathon Petroleum Company LP**

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

3/06/2013

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 black ink that reads 'J. Jeffrey Rutherford'.

J. Jeffrey Rutherford  
Territory Manager

RFQ No. 6613023

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Marathon Petroleum Company LP

Authorized Signature: [Signature] Date: 3/12/2013

State of Kentucky

County of Boyd, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of March, 2013.

My Commission expires November 5, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]  
ID # 475870  
Purchasing Affidavit (Revised 07/01/2012)

**NOTE:**  
Vendor and Notary's date must be the same.  
Notary required to AFFIX SEAL on Purchasing Affidavit.