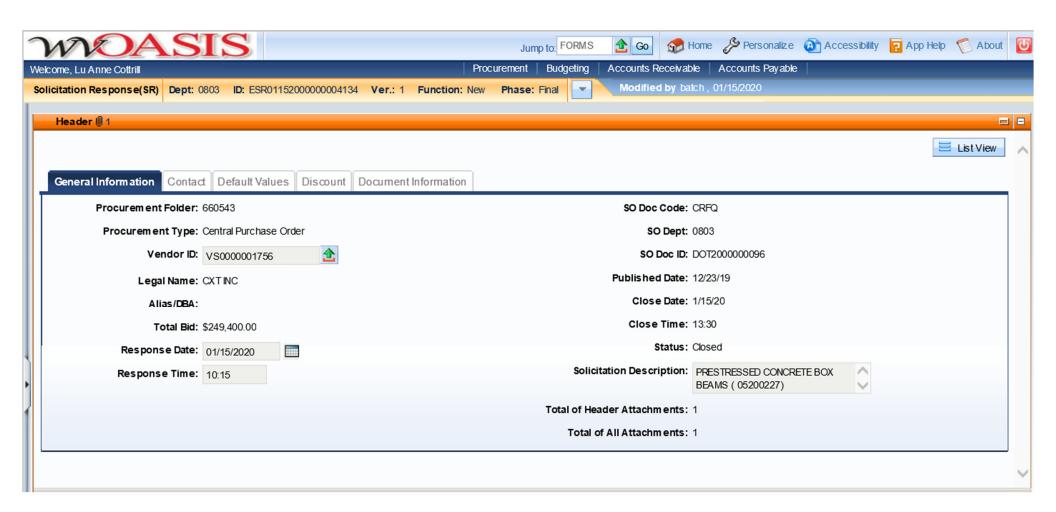


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 660543

 $\textbf{Solicitation Description}: \texttt{PRESTRESSED CONCRETE BOX BEAMS} \ (\ 05200227)$

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-15 13:30:00	SR 0803 ESR01152000000004134	1

VENDOR

VS0000001756

CXT INC

Solicitation Number: CRFQ 0803 DOT2000000096

Total Bid: \$249,400.00 **Response Date:** 2020-01-15 **Response Time:** 10:15:49

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov

Signature on File FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EXTERIOR BEAMS	2.00000	EA	\$37,000.000000	\$74,000.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

Extended Description:

42" DEPTH X 36" WIDTH BY 101'-6" OVERALL LENGTH (100'0" C-C BEARING ANCHOR BOLT HOLES) COMPATIBLE WITH ALL GUARDRAIL, INSERTS, GUARDRAIL POSTS, AND GUARDRAIL ATTACHED; INCLUDE DELIVERY OF A LAUNCHING FRAME TO BE UTILIZED DURING BEAM PLACEMENT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	INTERIOR BEAMS	7.00000	EA	\$23,800.000000	\$166,600.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

Extended Description:

42" DEPTH X 36" WIDTH OVERALL LENGTH 101'-6" (100'0" C-C BEARING ANCHOR BOLT HOLES) INCLUDE DELIVERY OF A LAUNCHING FRAME TO BE UTILIZED DURING BEAM PLACEMENT

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	ELASTOMERIC BEARING PADS	20.00000	EA	\$165.000000	\$3,300.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

Extended Description:

C1 (16) = 2-3/8" HEAIGHT BY 28" WIDTH BY 4 3/4" LENGTH C2 (4) = 2-3/8" HEAIGHT BY 15 1/2" WIDTH BY 4 3/4" LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	DEFORMED ANCHOR BARS	18.00000	EA	\$6.000000	\$108.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

Extended Description: NO. 8

NO. 8 GRADE 60 REBAR, 1" DIAMETER BY 2'-0" LENGTH

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	PREFORMED JOINT FILLER	128.00000	EA	\$22.000000	\$2,816.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

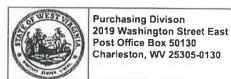
1" THICK BY 43-3/8" WIDTH (57 LF) 2-5/8" THICK BY 6-7/16" WIDTH (57 LF) 2-5/8" THICK BY 4-3/4" WIDTH (14 LF) **Extended Description:**

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	POST TENSIONING BARS	8.00000	EA	\$322.000000	\$2,576.00

Comm Code	Manufacturer	Specification	Model #	
30103619				

Extended Description:

TYPE Z (8) = 1" DIAMETER BY 30'6" LENGTH THREADED AND SUPPLIED WITH ALL PLATES, HEX NUTS, AND OTHER HARDWARE AS REQUIRED IN PLANS



State of West Virginia Request for Quotation 19 — Highways

Proc Folder: 660543

Doc Description: PRESTRESSED CONCRETE BOX BEAMS (05200227)

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2019-12-23
 2020-01-15 13:30:00
 CRFQ
 0803
 DOT20000000096
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

CARR CONCRETE, A DIVISION OF CXT, INC. PO BOX 265 WAVERLY, WV 26184 304-464-4441

TOTAL: \$ 249,400.00

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Signature X Jasm Horn

FEIN#

91-1498605

DATE

1/14/20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF PRESTRESSED CONCRETE BOX BEAMS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL G. HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	ellegal in the supplemental and the supplemental an
DIVISION OF HIGHWAYS	3	DIVISION OF HIGHWAYS	3
PO BOX 99		2120 NORTHWEST TURN	NPIKE
BURLINGTON	WV26710	BURLINGTON	WV 26710-0099
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	EXTERIOR BEAMS	2.00000	EA	37,000.00	74.000.00

Comm Code	Manufacturer	Specification		
30103619		opcomeation .	Model #	

Extended Description:

42" DEPTH X 36" WIDTH BY 101'-6" OVERALL LENGTH (100'0" C-C BEARING ANCHOR BOLT HOLES) COMPATIBLE WITH ALL GUARDRAIL, INSERTS, GUARDRAIL POSTS, AND GUARDRAIL ATTACHED; INCLUDE DELIVERY OF A LAUNCHING FRAME TO BE UTILIZED DURING BEAM PLACEMENT

INVOICE TO		SHIP TO	(4) (A) (4) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
PO BOX 99		2120 NORTHWEST TURN	NPIKE
BURLINGTON	WV26710	BURLINGTON	WV 26710-0099
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	INTERIOR BEAMS	7.00000	EA	02 700 000	in a n
				23,800,00	166.600,00

Comm Code	Manufacturer	Specification		
30103619	manaraotarer	Specification	Model #	
103019				

Extended Description:

42" DEPTH X 36" WIDTH OVERALL LENGTH 101'-6" (100'0" C-C BEARING ANCHOR BOLT HOLES) INCLUDE DELIVERY OF A LAUNCHING FRAME TO BE UTILIZED DURING BEAM PLACEMENT

INVOICE TO		SHIP TO	MAD CONTAIN THE PROPERTY OF THE
DIVISION OF HIGHWAYS DISTRICT FIVE		DIVISION OF HIGHWAYS DISTRICT FIVE	
PO BOX 99		2120 NORTHWEST TURN	PIKE
BURLINGTON	WV26710	BURLINGTON	WV 26710-0099
US		US	

Unit Issue Unit Price Total Price
EA 1(05,00 3 300,00

Comm Code	Manufacturer	Specification		
30103619		Specification	Model #	
00100019				

Extended Description:

C1 (16) = 2-3/8" HEAIGHT BY 28" WIDTH BY 4 3/4" LENGTH C2 (4) = 2-3/8" HEAIGHT BY 15 1/2" WIDTH BY 4 3/4" LENGTH

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99	DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE
BURLINGTON WV26710	BURLINGTON WV 26710-0099
us	us

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Tatal D.
4	DEFORMED ANCHOR BARS	18.00000	EA	omi rrice	Total Price
				6.00	10× 00

Comm Code	Manufacturer	0 10 11		
	- Hallatactarei	Specification	Model #	
30103619				
1				

Extended Description:

NO. 8 GRADE 60 REBAR, 1" DIAMETER BY 2'-0" LENGTH

INVOICE TO	SHIP TO	NAMES AND ASSOCIATION OF THE SECOND
DIVISION OF HIGHWAYS DISTRICT FIVE	DIVISION OF HIGHWAYS	S
PO BOX 99	2120 NORTHWEST TUR	RNPIKE
BURLINGTON WV267	BURLINGTON	WV 26710-0099
US	US	

Line	Comm Ln Desc Qty Unit Issue		Unit Price		
5	PREFORMED JOINT FILLER		Onit 1930e	Onit Frice	Total Price
	FREFORMED JOINT FILLER	128.00000	EA	20 00	0 910 00
				od.	d. 810,00

Manufactures	William Address Transport		
Mailaiactalai	The Administration of	Model #	
	Manufacturer	Manufacturer Specification	——————————————————————————————————————

Extended Description:

1" THICK BY 43-3/8" WIDTH (57 LF) 2-5/8" THICK BY 6-7/16" WIDTH (57 LF) 2-5/8" THICK BY 4-3/4" WIDTH (14 LF)

INVOICE TO	(中) 2000年1月19日 日本日本	SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99		DIVISION OF HIGHWAYS DISTRICT FIVE 2120 NORTHWEST TURNPIKE	
BURLINGTON	WV26710	BURLINGTON	WV 26710-0099
US		US	

Line	Comm Ln Desc	Qtv	Unit Issue	H-tap t	
6	2007		Olif 12206	Unit Price	Total Price
0	POST TENSIONING BARS	8.00000	EA	322,00	257/200

Comm Code	Manufacturer	Specification	8.0 . 1.44	
30103619		operincation	Model #	
30103019				

Extended Description:

TYPE Z (8) = 1" DIAMETER BY 30'6" LENGTH THREADED AND SUPPLIED WITH ALL PLATES, HEX NUTS, AND OTHER HARDWARE AS REQUIRED IN PLANS

SCHEDULE	SCHEDULE OF EVENTS				
<u>Line</u> 1	Event VENDOR QUESTION DEADLINE	<u>Event Date</u> 2020-01-02			

Jason Norman, Compercial Operations Mgr.
(Name, Title)
Printed, Name and Title) Comprercial Operations Mgr.
_ PO BOX 265 Waverw. WV 26184
(Address) 1011/11/11/2011 (2011 (1012
(Phone Number) / (Fax Number) Morman (g) Droster, Com
(email address)
certification and signature: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
(Company)
Jasm Morra Jason Norman Commercial and
(Authorized Signature) (Representative Name, Title)
Jason Norman, Commercial Operations Mgr.
(Printed Name and Title of Authorized Representative)
[-15-2020
(Date)
304-464-4441/304-464-4013
(Phone Number) (Fax Number)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2000000096

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 addended)	dum received)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
l further understand that any verbal discussion held between Vendor's r	the receipt of addenda may be cause for rejection of this bid. representation made or assumed to be made during any oral representatives and any state personnel is not binding. Only ad added to the specifications by an official addendum is
CARR CONORETE,	A DIVISION OF CXT, INC.
Company	
Joan Mon	
Authorized Signature	
1-15-2020	
Date	

NOTE: This addendum acknowledgement should be submitted with the bid to expedite

Revised 11/14/2019

document processing.

CRFQ DOT2000000096					
Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Cost
1	2	EACH	Exterior Beams Exterior Beams 42" Depth x 36" Width by 101'-6" Overall Length(100'-0" c- bearing anchor bolt holes) Compatible with all guardrall, inserts, guardrail posts, and guardrail attached	37,000	\$74,000
2	7	EACH	Interior Beams 42" Depth x 36" Width by 101'-6" Overall Length (100'-0" c-c bearing anchor bolt holes) Include delivery of a launching frame to be utilized during beam placement	23,800	\$166,600
3	20	EACH	Elastomeric Bearing Pads C1 (16) = 2-3/8" Height by 28" Width by 4 $^3/_4$ " Length C2 (4) = 2-3/8" Height by 15 $^1/_2$ " Width by 4 $^3/_4$ " Length	165.00	\$3,300
4	18	EACH	Deformed Anchor Bars No. 8 Grade 60 rebar, 1" diameter by 2'-0" length	6.00	\$108.00
5	128	LF	Preformed Joint Filler 1" thick by 43-3/8" Width (57 LF) 2-5/8" thick by 6-7/16" Width (57 LF) 2-5/8" thick by 4-3/4" Width (14 LF)	22.00	\$2,816
6	8	EACH	Post Tensioning Bars Type Z (8) = 1" Diameter by 30'-6" Length Threaded and supplied with all plates, hex nuts, and other hardware as required in plans	322.00	\$2,576
otal Bid Amou	int				\$249,400.0

VENDOR NAME VENDOR ADDRESS PHONE #	PO BOX 2005 INDUSTRIA DON 200184 304-4004-444
EMAIL SIGNATURE	Inorman Olbitister, com
	Jason Norman

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Our Concrete, a Address: PO BOX 265
Name of Contracting Business Entity: Carr Concrete, a Address: PO BOX 265 Wavery, WV 20184
Name of Authorized Agent: Jason Norman Address: Same
Name of Authorized Agent: Jason Norman Address: Same Vendor Code VS 9999001756 Contract Description:
Governmental agency awarding contract:
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
 Subcontractors or other entitles performing work or service under the Contract □ Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) ☐ Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) Check here if none, otherwise list entity/individual names below.
Signature: Date Signed:
Notary Verification
State of, County of Wood :
I. Windi Konaun , the authorized agent of the contracting business
entity listed above, being duly swom, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, swom to and subscribed before me this
Notary Public's Signature <u>To be completed by State Agency:</u> ≡□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Date Received by State Agency: Date submitted to Ethics Commission: OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC
Governmental agency submitting Disclosure: WINDI KAPRAUN CARR CONCRETE CORP. My Commission Expires February 8, 2018

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 sleven 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:

WITNESS THE FOLLOWING SIGNATURE:

"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 compilance 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Division of Highways to establish a contract for the one time purchase of Prestressed Concrete Bridge Beams.
- 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" means Prestressed Concrete Bridge Beams as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 Contract Item #1 - Exterior Beams

- 3.1.1.1 Exterior Beams must be 42" depth by 36" width by 101'-6" overall length. (100'-0" c-c bearing anchor bolt holes).
- 3.1.1.2 Exterior beams must be compatible with all guardrail, inserts, guardrail posts, and guardrail attached.
- 3.1.1.3 Exterior beams must include delivery of a launching frame to be utilized during beam placement.

3.1.2 Contract Item #2 – Interior Beams

- 3.1.2.1 Interior beams must be 42" depth by 36" width by 101'-6" overall length. (100'-0" c-c bearing anchor bolt holes).
- 3.1.2.2 Interior beams must include delivery of a launching frame to be utilized during beam placement.

3.1.3 Contract Item #3 – Elastomeric Bearing Pads

3.1.3.1 Elastomeric Bearing Pads must be: C1 = 2-3/8" height by 28" wide by 4-3/4" length. C2 = 2-3/8" height by 15-1/2" wide by 4-3/4" length.

3.1.4 Contract Item #4 - Deformed Anchor Bars

3.1.4.1 Deformed Anchor Bars must be No. 8 Grade 60 bar, 1" diameter by 2'-0" length.

3.1.5 Contract Item #5 – Preformed Joint Filler

3.1.5.1 Preformed Joint Filler must be 1" thick by 43-3/8" width, 2-5/8" thick by 6-7/16" width, and 2-5/8" thick by 4-3/4" width.

3.1.6 Contract Item #6 - Post Tensioning Bars

- 3.1.6.1 Post Tensioning Bars must be: Type Z = 1" diameter by 30'-6" length.
- 3.1.6.2 Post Tensioning Bars must be threaded, and supplied with all plates, hex nuts, and other hardware as required in plans.
- 3.2 Mandatory Requirements: Vendor must meet or exceed the mandatory requirements as shown below:
 - 3.2.1 The West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2017 as modified by any Supplemental Specifications shall apply to the administration of this requisition.

All items supplied under this requisition shall meet the requirements of the "West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2017, as modified by the most recent Supplemental Specifications.

3.2.2 All Prestressed Concrete Box Shaped Beams shall be manufactured in accordance with the attached West Virginia Department of Transportation, Division of Highways Standard Bridge Plan Sheets dated 11/19 for State Project No. S333-13-10.66 as follows:

Item Description

Standard Sheet No

Revision Date

42" Box Beam

BR-B42A & BR-B42B

7/07

Beam Details

3000GN1, 3000GN2, 3000FR2, 3000MB1, 3000MB2, 3000MB3,

BR-B104

- 3.2.3 Alternates to the above Division of Highways standards will be permitted if approved by the District Five Bridge Engineer. Alternate designs must be submitted for approval based on the <u>Design Data Charts</u> provided as a part of this requisition <u>and</u> must be approved prior to award of this requisition purchase order. In addition to the design criteria contained on the Division of Highways Standard Bridge Plan Sheets referenced above, all alternate designs must be based on the following criteria:
 - 3.2.3.1 Two-lane bridge with a deck width of 27'-6" out to out and roadway width of 27'-6" rail to rail.
 - 3.2.3.2 Guardrail superimposed dead load of 55 pounds per linear foot assumed to be applied equally to all beams.
 - 3.2.3.3 Future wearing surface superimposed dead load of 50 psf applied equally to all beams.
 - 3.2.3.4 Live loading of HL-93.

- 3.2.4 The terms "Contractor" and "Vendor" used in the above specifications or this requisition are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.
- 3.2.5 West Virginia Department of Transportation, Division of Highways Standard Specifications Road and Bridges, adopted 2017 and any Supplemental Specifications may be obtained from:

http://www.transportation.wv.gov/highways/contractadmin/specifications/20 17StandSpec/Documents/2017 Standard.pdf

https://transportation.wv.gov/highways/contractadmin/specifications/2017St andSpec/Documents/2019_Supplemental.pdf

West Virginia Department of Transportation, Division of Highways Standard Bridge Plan Sheets may be obtained from:

https://transportation.wv.gov/highways/engineering/Pages/StandardDetailsBookVol3.aspx

- 3.2.6 Cracks developing in a beam may be cause for rejection of the beam.

 Cracks that are not detrimental to the structural integrity of the beam, as determined by the Division of Highways, may be accepted under the following conditions:
 - **3.2.6.1** Cracks of 0.004 inch or less shall be treated with a coat of a Division of Highways approved concrete sealer.
 - 3.2.6.2 Cracks of more than 0.004 inch shall be treated with a second coat of a Division of Highways approved concrete sealer, or epoxy injected.

All concrete sealer and epoxy injection required for acceptance shall be performed at no additional cost to the Division of Highways

4. CONTRACT AWARD:

- 4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by inputting the Unit Price for each item and multiple by the Quantities to calculate the Total Cost for each. The Total Cost for each Item Number will be added together to calculate the Total Bid Amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

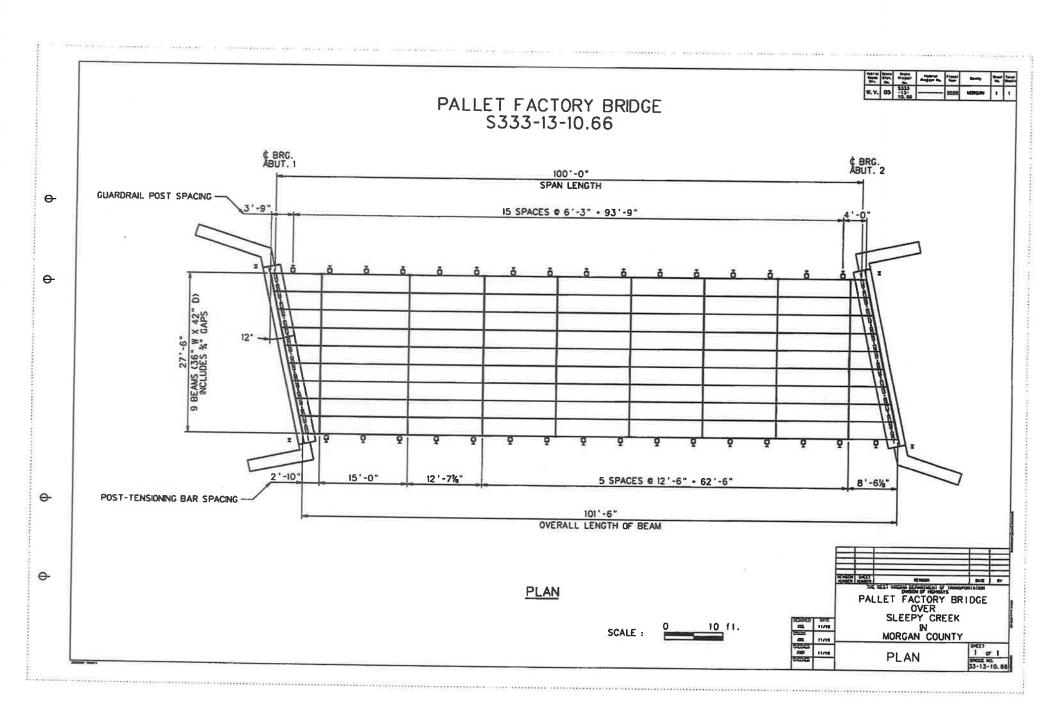
6. DELIVERY AND RETURN:

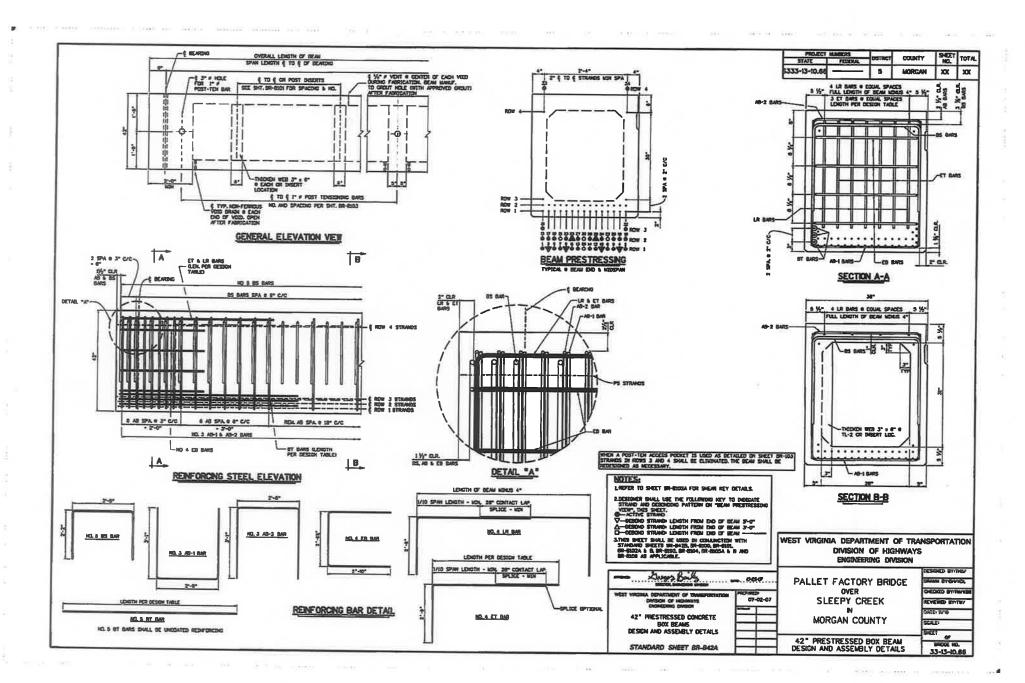
- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the Project Location.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.





SPAN LENGTH & TO	¢ BEARING		78:-0-	78'-0"	80-0-	82-0-	84'-0"	86'-0"	88-0"	907-07	92-0	94"-0"	96'-0"	987-07/	100-0	1			_
OVERALL LENGTH OF BEAM		77/6-	70.6"	E10.	837-8"	83'-0"	87-6"	88-6-	91'-6"	92-6	95'-6"	97'-8"	1		N-	\dashv		-	
HIL OF 270 KSI, 1/3 TIN RELAKATION STRANDS, AREA/STRAND - 0.157 SO, IN.		ATTOM L DIL	10	20	20	22	22	22	24	24	26	26	28	20	30	1	\dashv		+-
	1	ROW I	1,2,5,8,8,10,	1,2,3,4,9,10. 1,23,4	1,2,5,0,9,10,	1,2,3,4,7,8, 11,12,13,14	1,2,3,4,7,8, 11,12,13,14	1,2,3,4,7,6, 11,12,13,14	1,2,3,4,7,8, 16,12,13,14	1,2,3,4,7,8, 11,12,13,14	1,2,3,4,5,6,0,	1,2,3,4,5,6,9,	123462	1,2,3,4,5,6,9	1 THRU 14	\vdash	\dashv		+
STRAND POSITION N	1	AUW 2	15,18,21,22, 27,28	15,16,19,20 23,24,27,28	15,16,19,20,	15,10,19,20,	15,16,19,20,	15.16,19,20,	15,18,17,18,		15,18,17,18,	10,11,12,13,14 15,16,17,18, 21,22,25,26	132837,18,18 132837,18,18 20,23,24,25	15,16,17,18,		\vdash	\dashv		1
	MBER	ROW 3	31,32	31,32	3/55	51,32	31,32	23,24,27,26	27,28 31,32	27,28 31,32	27,28	31/28	26.27.20 31.32	25.26.27.28 31.32	25.26.27.26 31.32		\forall		+
	Ì				1												\forall	-	+/-
		RUW 4	33.34	33,34	33,34	upe	33,34	13,14	33,34	33,34	33/34	33,34	33,34	33,34	33,34		-\		+
PRESTRESSING FORCE BARDLATELY AFTER STRANG RELEASE PM. DKIPS/BEAND		AFTER	587	849	650	711	712	713	774	775	835	836	896	697	956		Ť		/
EFFECTIVE PRESTRESSING FUNCE AFTER ALL LOSSES, Pps, DCIPS/BEAM)		FTER	531	562	584	632	de	637	685	100	734	738	783	787	830		7		1
REGULARED FACTURED MOMENT © STRENGTH 1, No O'T-KIPS/REAM)		1861	1945	2031	2118	2207	2297	2388	2482	2565	2682	2780	2079	2081		\dashv	\ /		
FACTURED FLEIGRAL RESISTANCE, Nº (FT-KIPS/BEAK)			2179	2420	2420	2603	2603	2002	2603	2803	3007	3007	3186	3186	3370		7	1/	
TOTAL NO. DEBONDED STRANDS				2	2	4	4	- >		4	6		8		6	_	\neg	-	_
DEBONDED STRAND POSITION NUMBER & SHEELDING LENGTH		ROW 1	-	5,6 9 5'-0"	5,6 e 5'-0"	3,4 e 5'-0"	3,4 0 5'-0"	2/20	· Ste	3,4 = 5'-0"	3,4,8,30 8 5'-0"	3,4,9,30 0 5'-0"	3,4,9,10 q 5'-0"	3,4,9,10	1,4,8,10 e 5'-0"		T	Λ	
'ROM EACH END		RDW 2				23,24 e 3'-0"	23.24	23,24 0 3-0	25,28 • 3'-0"	25,28	25,26 25,26	6 20. 52-56	23.25 0 3-0-	25,28 6 3'-0"	25,26 0 3'-0"			/ \	
umber & Length +4 Existom bares & Eac	ET TOP		3 - 44 1 9-0"	3 - 44	3 - 44 11 9-6"	3 - 4	3 - 4	3 - *4 × 10'-0"	3 - *4	3 . 10 -6	3 - *4	3 - 14	3 - • 4	3 - 4 4	3 4		7		\vdash
UMBER & LENGTH *S ENSION BARS # EAC	BT BUTTOM H END		4 - 45	6 - +5 1 9'-6"	6 - 45 # 10'-0"	10.0	8 - 15	6 - 45	4 · +5 ± 10'-6"	4 - 45	110	4 - 15	2 · •5 x 10 · 6"	2 - 15	2 -0 5		1		\
ESIGN CANGER	e RELEASE		0.39	0.52	0.00	0.07	0.65	0.82	0.79	0.76	0.96	0.93	0.97	1.56	1.12		71		
* POSITIVE (UP)	· ERECTION	1	0.42	0.64	0.57	0.64	0.77	0.88	0.94	0.84	1.15	1.04	1.05	1.34	1.26		71		\vdash
	e FINAL		0,04	0.26	8.12	0.43	0.26	0.06	0.34	0.12	0.43	260	0.00	0.38	0.07				
	NO OF DISER											1			32				
MBER & SPACING TL-2 CLMRORAIL SORTS	DID OF BEAM & OF FIRST I CA END														4'-0" 3'-9"	7			
EE MOTE S	© OF let DOS 10 € 2nd DO EA CHO												7		63.	1	\dagger		<u> </u>
CIGHT OF TYPICAL E	-	0	32.5	33.4	34.1	34.0	35.6	38.4	37.3	37.9	39.0	-	-			/_	+		_

ACTUAL AND	PERCENT MARCH	STAJE OCT.	COURTY	963	TOTAL DELTS
\$333-42-10,44		3	MOREAN	102	12

MIN. CONCRETE STRENGTH @ RELEASE - 5508 PSI MIN. CONCRETE STRENGTH @ 28 DAYS - 8000 PSI INITIAL PULL/STRAND - 33,820 LBS CROSS-SECTION AREA/STRAND - 0.167 SQ. IN.

BRILLS

BEAM WEIGHTS LISTED IN THE DESIGN TABLE ARE BASED ON ZERD SKEW, 2 FT. LINC EMBLIOKS

AND DIAPPRACASE SPACED IN ST CCC. WEIGHTS FOR SKEWED BEAMS, LONGER ENDRICHES AND

ADDITIONAL DIAPPRACASE SPOULD BE ADMISTED ACCORDINGLY.

FOR ADDITIONAL DIAPHRAGAS, ADD 700 LBS/DIAPHRAGAL

FOR SICEN AND 41 LBS/DECREE OF SICEN/END.

FOR LONGER ENDELDOX, ADD 840 LBS/LF/DID.

2. DESIGNERS SHOULD HOTE THAT DATA IN STANDARD TABLE IS BASED ON EVEN SHAN LENGTHS.
A THO LANG STRUCTURE B BEAMS WIDE AND ZERG SHEW, SUPPRIMEDSED DEAD LODGE INCLUDE
TYPE F PRAPER I 1321 PLF) AND A FIVE OF 50 PSF, FOR NON-STANDARD BRODES DATA SHOULD BE
VERIFIED AND IF REQUIRED NEW DISSION DATA DIFFERED DITO BLANC COLUMNS, IN HO CASE SHALL
THE STANDARD DESIGN TABLE BE ALTERED.

A PREDICTED DESIGN CAMERY MALES LISTED DI THE TABLE ARE BASED ON EMPIRICAL FORBILAS AND AS SUCH ARE APPROXIMATE. FOR MUNICIPAL STATEMENT NATIONAL VALUES LISTED IN APPROXIMATE WITH SPANI-TO-DEFINI RATIOS AT OR EXCEEDING 23, THE TOLERANCE VALUES LISTED IN APPROXIMATE OF PREDICTED DESIGN VALUES SHOULD BE COMPLIFED WITHIN 72 MOURS OF RELEASE. ADDITIONALLY, CAMERY SHOULD BE EVALUATED UNDER COMPLIFED THAT MINISTERS OF RELEASE. ADDITIONALLY, CAMERY SHOULD BE EVALUATED UNDER COMPLITIONS THAT MINISTERS OF RELEASE. ADDITIONALLY CAMERY SHOULD BE EVALUATED UNDER COMPLITIONS.

4.DESIGNER, FARRICATOR, AND ERECTOR SHALL BE AWARE THAT SKEWED DAD BEAMS MAY TWIST OR WARP, CAUSING INSERTED TO CORRECT AT THE CAUSING INSERT DIS REQUIRED TO CORRECT AT THE TIRE OF UNDERTIBED, REPORTED THE EARNER SECRETOR IN PLACE, LETTOR OF CORRECTION, SHALL RELYCHE AN EVEN, TOTAL BEAMPO AND A LEVEL TOP BEAM SURFACE. TOLERANCE, AFER CORRECTION, SHALL BE (-/-) ½ NO. THE FARRICATION SHALL ROTTES THE CONTRACTOR AND DESIGNER OF CORRECTIONS, SHALL BE (-/-) ½ NO.

S. WAXDRAN BEAN SHEW SHALL BE 30 DECREES.

C. DESIGNER DAUT VALUES OF MARKER OF INSERTS, DISTANCE FROM ENO OF BEAM TO & FIRST INSERT, AND & FIRST INSERT TO & SECURO INSERT, ABOVE VALUES SHALL BE BASED ON THE REQUIRED 8-3" CHARGRAD, FRIST SPACING ÁCROSS

7. THIS SPEET SHALL BE USED IN COMMENCIUM WITH STANDARD SMEETS BR-842A BR-8100, BR-8101, BR-8103, BR-8104, BR-8105A & B MD BR-105 AS APPLICABLE.

ACROSS	L	ENGINEERING DIVISION					
02A & B.	F	PALLET FACTORY BRIDGE	LEDGES SYSTEMS.				
			SAME BASINGT				
- Austria	050	OVER	OCCICS EMINARS				
TT VENCOUS SCHOOL OF TRANSPORTATION	THEFT	SLEEPY CREEK	SCHOOL SHARE				
CRYSTON OF HUMBARS	07-02-07	N	BATC- 0/19				
CHECKING CIVISIN	-	MORGAN COUNTY	SCREE				
DESIGN TABLE FOR 43"			9071 10 1 07 1				
PERMEMBER OF THE STANDARD SHEET BR-8428	盽	DESIGN TABLE FOR 42" PRESTRESSED BOX BEAM	33-13-10.66				

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

GOVERNING SPECIFICATIONS

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS STANDARD SPECFICATION FOR ROADS AND BRIDGES, ADOPTED 2017 AS AMENDED BY THE CURRENT SUPPLEMENTAL SPECIFICATIONS. THE CONTRACT PLANS AND CONTRACT SPECIAL PROVISIONS ARE THE GOVERNING PROVISIONS APPLICABLE TO

ALL BEAMS ARE DESIGNED IN ACCORDANCE WITH THE AASHTO LIFT BRIDGE DESIGN SPECIFICATIONS, DATED 1998 AS AMENDED BY THE 2003 INTERM SPECIFICATIONS.

ALL STANDARD ADJACENT PRESTRESSED CONCRETE BRIDGE BEAMS ARE DESIGNED TO MEET THE FOLLOWING CRITERIA:

1.DESIGN LOADS:

HL-93 LIVE LOAD IN ACCORDANCE WITH THE AASHTO LIFT BRIDGE DESIGN SPECIFICATIONS.

FUTURE WEARING SURFACE OF 50 PSF OF ROADWAY.

DIAPHRAGM DEAD LOAD, NUMBER REQUIRED BASED ON 15'-0" MAX. SPACING.

2.THO LANE BRIDGE WITH AN OVERALL WIDTH OF 24"-5" (INCL. " GAP BETWEEN ADJ. BEAMS), A CURB-TO-CURB WOTH OF 22 '-1", TRANSVERSE POST-TENSIONING, AND ZERO SKEW.

3.DESIGN STRENGTH AND UNIT STRESSES:

MODILIM CONCRETE STRENGTH & STRAND RELEASE 6000 PSI MONMAIN CONCRETE STRENGTH @ 28 DAYS 8000 PSI

TEMPORARY STRESS LIMITS IN CONCRETE BEFORE LOSSES:

COMPRESSION STRESS LIMIT & STRAND RELEASE 3600 PSI TENSION STRESS LIMIT & STRAND RELEASE

COMPRESSIVE STRESS LIMITS IN CONCRETE & SERVICE I AFTER LOSSES:

@ FINAL I (PS+DL+LL) 4800 PSI

@ FINAL 2 (PS+DL) 3800 PSI P FINAL 3 (50X(PS+DL)+LL) 3200 PSI

TENSILE STRESS LIMIT IN CONCRETE & SERVICE III AFTER LOSSES:

@ FINAL I (PS+DL+LL) -270 PSI TENDON STRESS LIMT PRIOR TO TRANSFER 202.5 KS

TENDON STRESS LIMIT AFTER ALL LOSSES 194.4 KSI

4.DEBONDING OR SHIELDING OF STRANDS TO REDUCE TEMPORARY TENSILE STRESSES IS PERMITTED, HOWEVER DEBONDING IS LIMITED TO 40X PER ROW AND 25% TOTAL. IN NO INSTANCES SHALL OUTER STRANDS BE DEBONDED. DEBONDED STRANDS SHALL BE SEPARATED BY AT LEAST ONE FULLY BONDED STRAND AND SHALL BE SYMMETRICAL ABOUT THE & OF THE BEAM. SHELDING OF STRANDS SHALL BE ACCOMPLISHED BY TAPMS OR TIGHTFITTING PLASTIC TUBES TAPED AT EACH END.

5.THE ELASTOMERIC BEARING PADS PROVIDED IN THE STANDARD DESIGNS ARE BASED ON ZERO GRADE AND ARE LIMITED TO A MAXIMUM OF 5% GRADE. IN INSTANCES OF GRADES EXCEEDING THIS LIMIT, PADS SHALL BE SPECIFICALLY DESIGNED. INDIVIDUAL PAD DESIGNS SHALL BE IN ACCORDANCE WITH SECTION 14, AASHTO LRFD. BEVELED SOLE PLATES ARE PERMITTED.

6.MAXMUM BEAM SKEW SHALL BE 30 DEGREES.

7. WHEN ALTERNATE DESIGNS OR SITE SPECIFIC DESIGNS ARE PROVIDED, CRITERIA SET FORTH IN THESE STANDARDS SHALL APPLY.

BINEGATIVE DESIGN CAMBER AFTER ALL LOSSES IS NOT PERMITTED.

9.EACH BEAM PROVIDED IN THESE STANDARD DESIGNS HAS BEEN LOAD RATED IN ACCORDANCE WITH SECTION 3.15 OF THE WEST VIRGINIA DIVISION OF HIGHWAYS BRIDGE DESIGN MANUAL. ADDITIONALLY, LOAD RATING PROCEDURES ARE IN ACCORDANCE WITH THE AASHTO MANUAL FOR CONDITION EVALUATION AND LOAD AND RESISTANCE FACTOR RATING OF HIGHWAY BRIDGES, 2003.

PROJECT I	UMEDIS:		COUNTY	SEET		
STATE	FEDERAL	COSTRECT	COUNTY	NO.	TOTAL	
333-13-10.66		5	MORGAN	XX	XX	

MATERIAL AND FABRICATION NOTES (CONT'D)

THE PRESTRESSED CONCRETE BEAMS SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF SECTION 603 OF THE STANDARD SPECIFICATIONS.

MILD REINFORCEMENT:

ALL MILD REINFORCING STEEL SHALL BE GRADE 60, DEFORMED BILLET STEEL AND SHALL BE EPOXY COATED EXCEPT WHERE NOTED. ALL UNCOATED REINFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M31. ALL EPOXY COATED REDFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M284, EXCEPT WHERE AMENDED BY SECTION 709.1 OF THE STANDARD SPECIFICATIONS.

ALL TENSION LAP SPLICES SHALL BE A CLASS B, CONTACT TYPE. MONIACIM LAP SPLICE LENGTHS SHALL BE AS GIVEN IN THE "LAP SPLICE TABLE", THIS SHEET. ADDITIONALLY. F LAP SPLICING OF ET, LR, AND BY BARS IS USED, TERMINATION OF THE SPLICE SHALL BE NO CLOSER TO THE END OF THE BEAM THAN 1/10 OF THE SPAN LENGTH.

ADMILIA BAR BENDING DIAMETER SHALL BE 6 BAR DIAMETERS, EXCEPT THAT NO. 4 AB BARS MAY HAVE A MODILUM BEND DUMETER OF 4 BAR DIAMETERS.

MINIMUM CONCRETE COVER SHALL BE AS SPECIFIED IN SECTION 603.5 OF THE STANDARD SPECIFICATIONS, EXCEPT WHERE NOTED ON THE PLANS.

PRESTRESSING STRAND:
ALL PRESTRESSING STEEL SHALL BE 1/2 DAMETER, GRADE 270, 7 WIRE UNCOATED, LOW-RELAXATION STRAND MEETING THE REQUIREMENTS OF AASHTO M203, SUPPLEMENT SI.

ALL BEAMS DESIGNED IN THESE STANDARDS LITILIZE STRANDS WITH A NOMINAL AREA OF 0.167 SQ. IN.

STRANDS WITH A NOMINAL AREA OF 0.153 SQ. IN. IS PERMITTED FOR INDIVIDUAL OR ALTERNATE DESIGNS.

HOWEVER THE DESIGNER IS ENCOURAGED TO USE THE LARGER STRAND FOR UNFORMITY REASONS. IN NO CASES WILL STRESS-RELIEVED STRAND BE PERMITTED.

ALL STRANDS SHALL BE ENCLOSED INSIDE THE STIRRUP CAGE FOR THE FULL LENGTH

ALL EXPOSED PRESTRESSING STRAND AT EACH BEAM END SHALL BE SHOP COATED WITH A LIQUID COLD-APPLIED BITUMINOUS ELASTOMERIC WATERPROOFING MEMBRANE. MATERIAL SHALL MEET ASTM C836-84.

CONCRETE:

ALL CONCRETE USED IN MANUFACTURING PRESTRESSED CONCRETE BEAMS SHALL MEET THE REQUIREMENTS OF SECTION 603.6 OF THE STANDARD SPECIFICATIONS.

DESIGN STRENGTHS SHALL MEET OR EXCEED THE MONIMUM VALUES SET FORTH IN THESE PLANS.

ELASTOMERIC BEARING PADS:

ALL BEARING PADS SHALL MEET THE APPLICABLE REQUIREMENTS AS SET FORTH IN SECTION 18.2 OF THE AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS, 1998 EDITION WITH CURRENT INTERMS. ALL BEARINGS SHALL BE STEEL REINFORCED LAMNATED BEARINGS.

THE ELASTOMER MATERIAL SHALL BE 60 DUROMETERS WITH A MODIUM LOW TEMPERATURE GRADE OF 3 (ZONE C).

ALL STEEL RENFORCING SHALL MEET THE REQUIREMENTS OF AASHTO M270, GRADE 36.

WELDING:

TACK WELDING OF REINFORCEMENT IS NOT PERMITTED. REINFORCING CAGES AND LONGITUDINAL STEEL SHALL BE ADEQUATELY TED WITH APPROVED MEANS TO PREVENT RACKING AND MISALIGNMENT.

ALL WELDING OF FABRICATED ITEMS, AS SHOWN IN THESE PLANS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF AASHTO/AWS DI.5, 2002.

				WEST VIRGINIA DEPARTMENT OF TRANSPORTATION	KDL	11/19	NES NES	11/19	PALLET FACTORY BRIDGE OVER SLEEPY CREEK	STANDARO BRIDGE PLANS
-				DIVISION OF HIGHWAYS	COLOR	DATE	Table 199	DATE	OVER SEELI ONEEK	ADJACENT BOX BEAM STANDARD BEAM NOTES
NO.	PIEVISION	DATE	BY		KDL	11/19			MORGAN COUNTY	SHEET NUMBER 3000GNI

LAP SPICE TABLE

21"

NO. 3 NO. 4 NO. 5 NO. 6

28" 34*

BAR SIZE

-200 PSI

SPLICE LENGTH

MATERIAL AND FABRICATION NOTES (CONT'D)

GUARDRAIL, GUARDRAIL POSTS, TUBING & INSERTS:

ALL T-BEAM GUARDRAL AND ATTACHMENT HARDMARE SHALL BE IM ACCORDANCE WITH SECTION
712.4 OF THE STANDARD SPECIFICATIONS. GUARDRAIL POSTS, STRUCTURAL TUBING, POST ATTACHMENT
INSERTS, AND HARDMARE SHALL MEET THE LISTED MATERIAL AND COATING SPECIFICATIONS:

<u>ITEM</u>		DESCRIPTION	MATERIAL SPEC.	COATING SPEC.
POST PLATE		W6x25	AASHTO M270, GR 36	AASHTO MIII
		%" x 7"	AASHTO M270, GR 36	AASHTO MIII
TUBING		T5 8x4x3/16	ASTM A500, GR B	AASHTO MI
CHANNEL		C7x9.8	AASHTO M270, GR 36	AASHTO MIII
FERRULE	TTYPE 2A	14" # x 24" MN LEN.	ASTM AIGS (IILI7 STEEL)	AASHTO M232
WIRE	_ ANCHOR	%° ≠	ASTM ASIO (1018 STEEL)	AASHTO M232
STUDS		1%" # x 8" LONG	ASTM AIGS (1045 C.D. STEEL)	AASHTO M232
NUTS		1%" # ASTM ASS	JAASHTO-MEDI, CLASS C	AASHTO M232
COUPLERS	TTYPE IA	14" # x 5" LONG	ASTM AIOS (IZLI4 STEEL)	AASHTO M232
BOLTS	JANCHOR		AASHTO MIGH (TYPE I, HH) A325	AASHTU MZ3Z
BOLTS	(637-11	" d v ALL LEN EUR	CALCUTO MOS TITE I, THE ASS	AASHTO M232
NUTS		Br a rate care rungs	MASHTO-MIGH (TYPE 1, HH) AJ25	
WASHERS			JAASHTO-M291, CLASS C	AASHTO M232
#W3UEV2		ALL ASTH F43	SAASHTO-M293	AASHTO M232

POST - TENSIONING THREAD BARS SHALL BE ONE INCH DIAMETER, 150 KSI STEEL, AND SHALL CONFORM TO AASHTO M275, TYPE 1. STEEL THREAD BARS SHALL BE DESIGNED TO ALLOW THE USE OF HEAVY HEX NUTS AND COUPLERS THAT THREAD ONTO THE END OF THE DEFORMATIONS. HEAVY HEX NUTS AND COUPLERS SHALL BE OF A DESIGN AND MATERIAL RECOMMENDED BY THE BAR MANUFACTURER TO DEVELOP THE FULL TENSILE STRENGTH OF THE BAR. PROPERLY DOCUMENTED CERTIFIED MILL TEST REPORTS SHALL BE PROVIDED FOR EACH HEAT OF STEEL THREAD BARS.

ALL POST-TENSIONING THREAD BARS, NUTS, BEARING PLATES, COUPLERS, AND ANCILLARY HARDWARE SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH AASHTO MIII. THE GALVANZING PLANT SHALL ADMINISTER ADEQUATE QUALITY CONTROL MEASURES TO SAFEGUARD AGAINST HYDROGEN EMBRITTLEMENT. QUALITY CONTROL MEASURES SHALL COMPLY WITH ASTM A-143. CERTIFICATION FOR HOT-DIP GALVANIZING SHALL BE PROVIDED BY THE GALVANIZING PLANT.

ALL POST-TENSIONING BEARING PLATES SHALL CONFORM TO AASHTO M270, GRADE 36.

SHEAR KEY GROUT:

SHEAR RCY GROUT SHALL BE A GROUT THAT IS RECOMMENDED BY THE MANUFACTURER FOR A POURABLE GROUT APPLICATION AND THAT BASED ON THE MANUFACTURER'S TEST DATA WILL ATTAIN A MONAUM OF 4500 PSI COMPRESSIVE STRENGTH IN 3 DAYS UNDER CONDITIONS REPRESENTATIVE OF THE CONDITIONS TO BE EXPERIENCED AT THE SITE. THE GROUT MUST BE LISTED ON THE APPROVED LIST OF CROUTS PUBLISHED BY THE WEST VIRGINIA DIVISION OF HIGHWAYS, MATERIALS CONTROL, SOIL AND TESTING DIVISION. THE CONTRACTOR SHALL PRE-TEST THE PROPOSED GROUT FOR COMPRESSIVE STRENGTH AT 3 AND 7 DAYS AND SUBMIT THE RESULTS TO THE BRIDGE PROJECT MANAGER FOR APPROVAL PRIOR TO INSTALLATION OF THE GROUT IN THE STRUCTURE. THE TESTS WILL BE BASED ON A POURABLE CONSISTENCY WITH THE SAME WATER/GROUT MIXTURE RATIO TO BE USED IN THE STRUCTURE.

THE CONTRACTOR SHALL BE REQUIRED TO SUBWIT FOR EACH PROJECT. THE GROUT PRE-TEST RESULTS OBTAINED IN THE NOTE ABOVE. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A NEW PRE-TEST AND SUBMISSION FOR APPROVAL UNDER ANY OF THE FOLLOWING CONDITIONS:

- I PRE-1231 AFI DISCHARGE AT THE APPROVAL GROUN ANT OF THE FULLWHITE CO.

 A PERIOD OF 18 MONTHS HAS ELAPSED SINCE LAST PRE-APPROVAL TESTING.

 -GROUT MANUFACTURER HAS REVISED OR CHANGED THE GROUT SPECFICATIONS.
- -THE CONTRACTOR ALTERS THE WATER/GROUT MIXTURE RATIO. -THE CONTRACTOR CHANGES GROUT MANUFACTURER.
- -THE CONTRACTOR IS REQUIRED TO COMPLETE THE GROUT STRENGTH TABLE ON BR-BIOS.

TEST PROCEDURE FOR DETERMINED THE COMPRESSIVE STRENGTH OF GROUT SHALL USE CUBE SPECMENS IN ACCORDANCE WITH ASTMICTOR, AS MODIFIED BY ASTMICTION, GROUT TESTING IN ACCORDANCE WITH AASHTO T23 (STANDARD CYLINDER TEST) IS NOT ACCEPTABLE.

\neg	PROJECT	HUMBURS			Serr	
	STATE	FIDERAL	(Mariner)	COUNTY	NO.	TOTAL
	5333-13-10.66		5	MORGAN	XX	XX

MATERIAL AND FABRICATION NOTES (CONT'D)

PROTECTIVE SURFACE TREATMENT:

EACH PRESTRESSED CONCRETE BEAM SHALL BE TREATED BY THE MANUFACTURER AT THE FABRICATION PLANT WITH AN APPROVED CONCRETE SEALER (SILANE). AN APPROVED LIST OF CONCRETE SEALERS ARE ON FILE AT THE WEST VIRGINIA DIVISION OF HIGHWAYS, MATERIALS, CONTROL, SOIL AND TESTING DIVISION. COVERAGE SHALL INCLUDE TOP AND BOTTOM OF INTERIOR BEAMS, AND TOP, BOTTOM AND EXTERIOR SIDE OF EXTERIOR BEAM. APPLICATION RATE SHALL BE PER TREATMENT MANUFACTURER'S RECOMMENDATION. AFTER COMPLETION OF THE SILANE TREATMENT BY FABRICATOR AND A MAXMUM OF FIVE MORIGING DAYS PRIOR TO SHIPMENT OF THE BEAMS, THE FABRICATOR SHALL BE RESPONSBLE FOR ABRASIVE BLAST CLEANING TO CLEAN WHITE CONCRETE THE INTERIOR SIDES OF BEAMS FOR THE FULL LENGTH. CLEAN WHITE CONCRETE SHALL MEAN REMOVAL OF ALL DRY, GREASE, OIL, AND LOOSE CONCRETE LAITANCE AND PROVIDE A ROUGHENED CONCRETE SURFACE. BLASTNG MEDIUM SHALL BE APPROVED BY THE DIVISION OF HIGHWAYS.

THE FABRICATOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF SHOP DRAWINGS IN ACCORDANCE WITH THE WEST VIRGINIA DIVISION OF HIGHWAYS DOCUMENTS, DD-102 AND THE STANDARD SPECIFICATIONS.

PROCEDURE NOTES

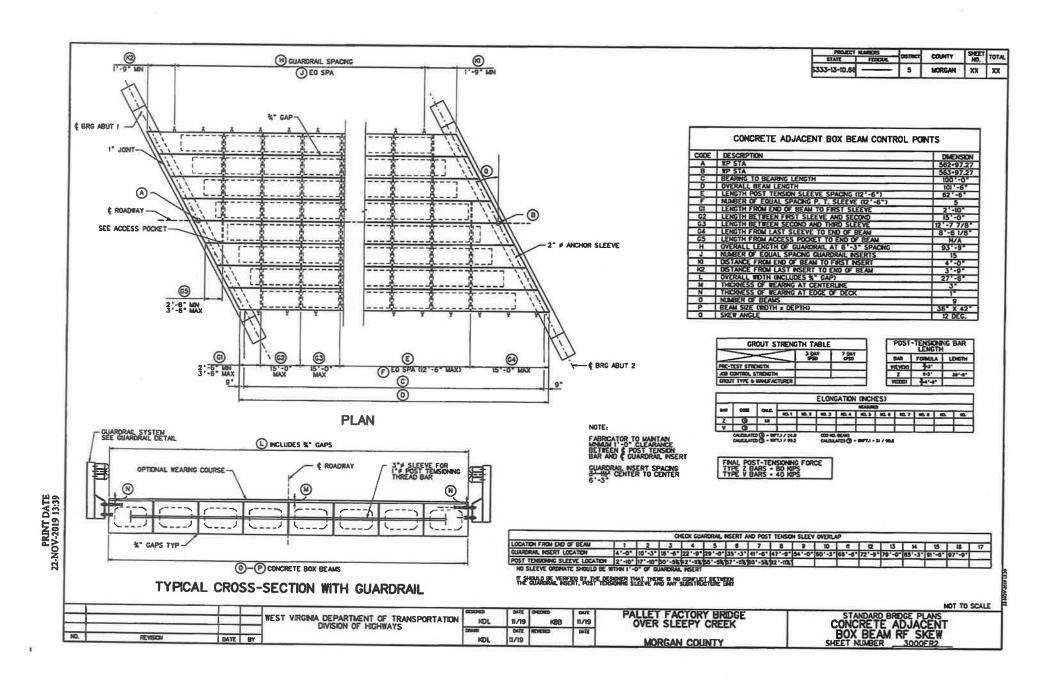
- INSTALL ONE INCH THICK SPACER AND GROUT STOP BY GLUING TO ONE SIDE, FOR THE ENTIRE LENGTH OF EACH BEAM PRIOR TO SETTING BEAMS. GLUE SHALL BE AN APPROVED CONSTRUCTION TYPE GLUE OR EPOXY ADMESIVE. GROUT STOP MAY BE INSTALLED AFTER BEAMS ARE SET. GLUE A %" x 2" x 2" PECE OF PRESSURE TREATED PLYWOOD AT EACH THREAD-BAR INSTALLED AT LER BEAMS ARE SET, SLDE A TO X Z Z X Z PECLE OF PRESSURE TREATED PETROD AT EACH THREATED THREATED THROUGH AT EACH THREATED TH BEAMS SHALL BE A UNFORM %" WITH ALL SWEEP REMOVED. RECORD THE ACTUAL FORCE APPLIED.
- 2. FILL THE GAP BETWEEN BEAMS AND SHEAR KEY FULL DEPTH WITH THE PRE-APPROVED, PRE-TESTED GROUT WIXTURE. FROM EACH BATCH, PREPARE JOB CONTROL GROUT CUBES FOR THREE AND SEVEN DAY TESTS. THESE JOB CONTROL SAMPLES WILL BE USED TO DETERMINE WHEN THE GROUT HAS ATTANED A MODICAL COMPRESSIVE STRENGTH OF 4500 PSI. A MINULAY OF THREE SPECIMENS PER TEST SHALL BE OBTANED, AND THE AVERAGE OF THE TEST RESULTS USED. ACCEPTANCE SAMPLING AND TESTING OF THE GROUT IS THE RESPONSIBILITY OF THE CONTRACTOR; HOWEVER, A REPRESENTATIVE OF THE WYDOH SHALL WITNESS ALL OF THE ACCEPTANCE SAMPLING AND TESTING.

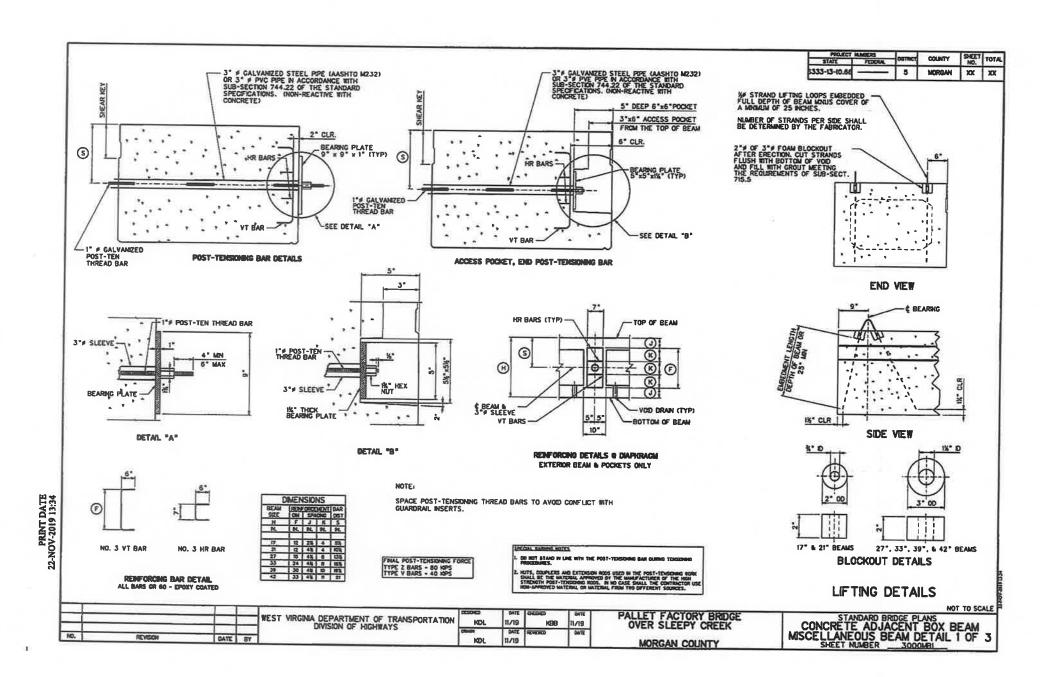
IN NO INSTANCE SHALL THE CONTRACTOR PROCEED WITH POST-TENSIONING OR OTHER BEAM ERECTION PROCEDURES UNTIL THE REQUIRED MODILIM GROUT STRENGTH IS ATTAINED AND VERFED BY THE ENGINEER. IN THE EVENT THAT THE MODILIM GROUT STRENGTH IS NOT ATTAINED, THE ENGINEER SHALL BE NOTIFED AND CORRECTIVE ACTION TAKEN AT THE DIRECTION OF THE ENGINEER, SEE SHEAR KEY CROUT NOTE.

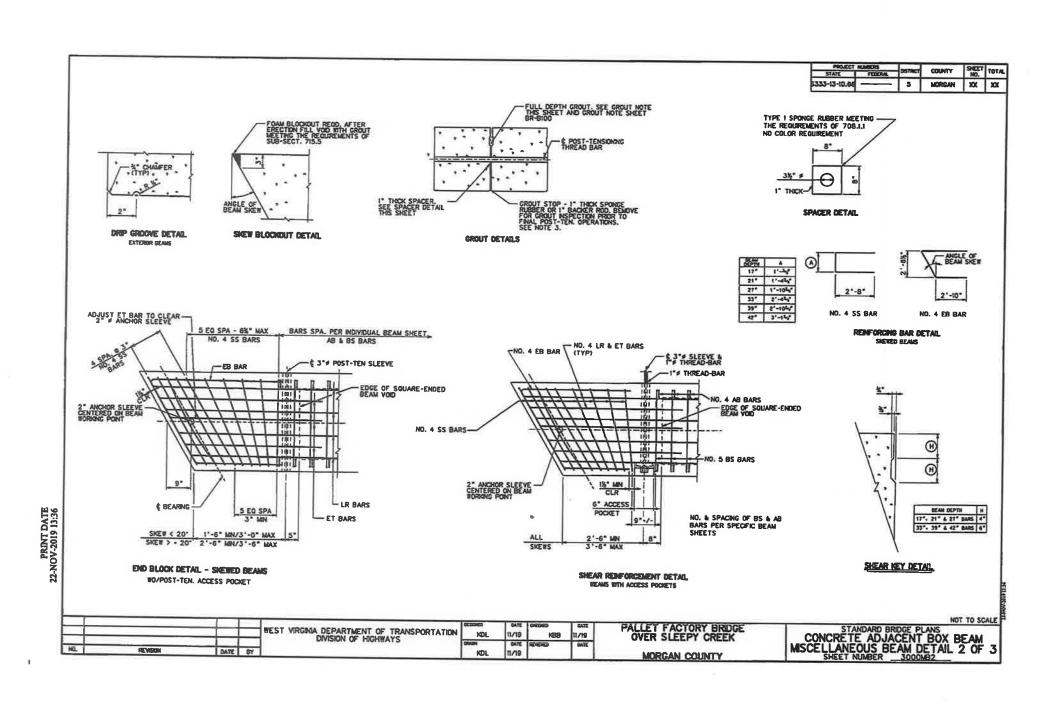
AFTER THE GROUT HAS REACHED AN INITIAL SET CONDITION AND PRIOR TO ANY FINAL POST-TENSIONING PROCEDURES, THE CONTRACTOR SHALL REMOVE THE GROUT STOP AND INSPECT THE GROUT FOR YOUS OR OTHER IRREGULARITIES. ANY YOUS DEEPER THAN 2" FROM THE BOTTOM SHALL BE REGROUTED IN A MANNER ACCEPTABLE TO THE ENGINEER.

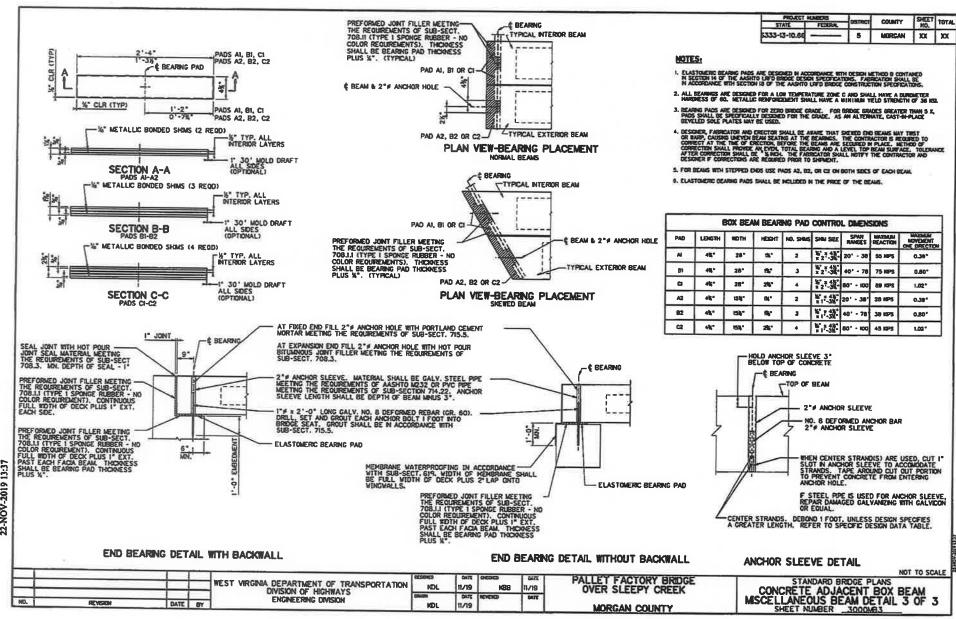
- AFTER GROUT AS BEEN PLACED AND REACHED MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AND HAS CURED A MINIMUM OF 3 DAYS, APPLY 50% OF THE FINAL POST-TENSIONING FORCE TO ALL THREAD-BARS, MORKING BEAM ENDS TO MIDSPAN. AFTER ALL THREAD-BARS HAVE BEEN TENSIONED TO 50%, APPLY THE REMAINING PERCENTAGE OF FINAL POST-TENSIONING FORCE, HORIGING IN THE SAVE SEQUENCE AS THE FIRST STAGE OF FINAL TENSIONING.
- MEASURE AND RECORD IN THE ELONGATION TABLE, THE ACTUAL TOTAL ELONGATION OF EACH THREAD-BAR, COMPARE THE MEASURED ELONGATION TO THE CALCULATED ELONGATION. A SIGNFICANT DEFERENCE BETWEEN MEASURED AND CALCULATED ELONGATIONS COULD MOICATE IMPROPER JACKING TECHNIQUES, FAULTY MATERIALS, FAULTY JACKS, OR IMPROPERLY CALBRATED JACKS. IF THE DIFFERENCE IS GREATER THAN 15%, THEN THE JACK SHALL BE RE-CALBRATED AND THE JACKING TECHNIQUES EVALUATED. IF, AFTER THE ABOVE STEPS ARE TAKEN, THE PERCENTAGE DIFFERENCE IS GREATER THAN 10%, THEN THE ENGINEER SHALL BE NOTFIED AND CORRECTIVE ACTION TAKEN AT THE DIRECTION OF THE ENGINEER, ALL COSTS INVOLVED IN CORRECTION SHALL BE AT THE CONTRACTORS EXPENSE.
- 5. USING SAT, TRIM EXCESS THREAD-BAR LEAVING 4" TO 6" PAST THE NUT, DO NOT TRIM THREAD-BARS BY TORCH CUTTING. TOUCH-UP TRIMMED ENDS WITH GALVICON OR EQUAL.
- 6. INSTALL ANCHOR DOWELS

\vdash				WEST INCOME DEDICATE OF STREET	OCCUPIED	DATE	9000	SAIL	PALLET FACTORY BRIDGE	STANDARD BRIDGE PLANS
_		_		WEST VIRGINIA DEPARTMENT OF TRANSPORTATIO DIVISION OF HIGHWAYS	N KOL	11/19	KBB	11/19	OVER SLEEPY CREEK	ADJACENT BOX BEAM STANDARD BEAM NOTE
-				DIVISION OF HIGHWAYS	triven	DATE	-	CASE	OTEN CELET	2 OF 2
ND.	REVISION	DATE	BY		KOL	11/19			MORGAN COUNTY	SHEET NUMBER 3000GN2









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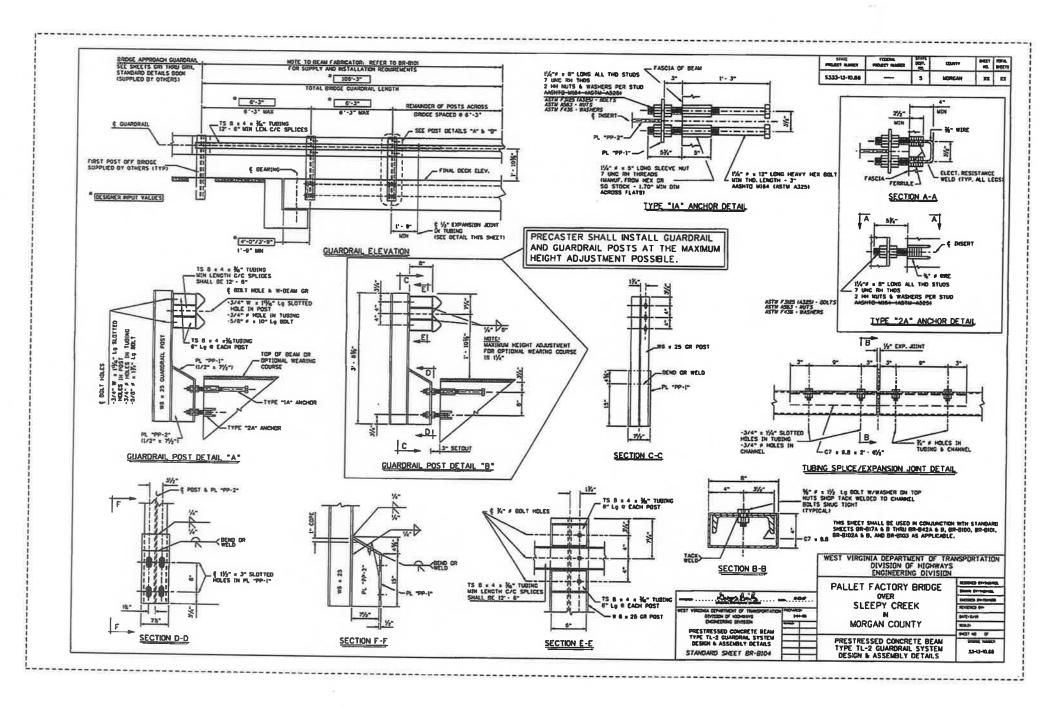


Exhibit A Pricing Page

ltem Iumber	Quantity	Unit of Measure	Description	Unit Price	Total Cost
1	2	EACH	Exterior Beams Exterior Beams 42" Depth x 36" Width by 101'-6" Overall Length(100'-0" c-c bearing anchor bolt holes) Compatible with all guardrail, inserts, guardrail posts, and guardrail attached Include delivery of a launching frame to be utilized during beam placement		
2	7	EACH	Interior Beams 42" Depth x 36" Width by 101'-6" Overall Length (100'-0" c-c bearing anchor bolt holes) Include delivery of a launching frame to be utilized during beam placement		
3	20	EACH	Elastomeric Bearing Pads C1 (16) = 2-3/8" Height by 28" Width by 4 $\frac{1}{2}$ " Length C2 (4) = 2-3/8" Height by 15 $\frac{1}{2}$ " Width by 4 $\frac{1}{2}$ " Length		
4	18	EACH	Deformed Anchor Bars No. 8 Grade 60 rebar, 1" diameter by 2'-0" length		
5	128	LF	Preformed Joint Filler 1" thick by 43-3/8" Width (57 LF) 2-5/8" thick by 6-7/16" Width (57 LF) 2-5/8" thick by 4-3/4" Width (14 LF)		
6	8	EACH	Post Tensioning Bars Type Z (8) = 1" Diameter by 30'-6" Length Threaded and supplied with all plates, hex nuts, and other hardware as required in plans		

VENDOR NAI	иЕ	
VENDOR ADDI	ESS	
PHONE #		
EMAIL		
SIGNATURE		

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting Revised 11/14/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: January 2, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Crystal.G.Hustead@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ DOT2000000096

BID OPENING DATE: January 15, 2020

BID OPENING TIME: 1:30 PM FAX NUMBER: 304-558-3970

Revised 11/14/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFI to a request for proposal, the Vend	P") Responses Only: In the event that Vendor is responding or shall submit one original technical and one original cost
proposal plusn/a	_convenience copies of each to the Purchasing Division at the
address shown above. Additionally	y, the Vendor should identify the bid type as either a technical h bid envelope submitted in response to a request for proposal
BID TYPE: (This only applies to (CRFP)
☐ Technical	
Cost	

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 15, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

- This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- 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. 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.
- 13. 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.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

 http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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, womenowned, 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 contract award 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.

- 17. 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.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" 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 contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "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: 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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)		
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)		
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.		
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.		
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within		
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.		
Other: See attached.		
Revised 11/14/2019		

	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 Award Document 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. 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.
1	7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
1	BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.
Į	PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ 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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
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.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: \$300,000.00-**See Below per occurrence.
Automobile Liability Insurance in at least an amount of:per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of:
Cyber Liability Insurance in an amount of: per occurrence.
Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.
***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE
***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS: STATE OF WV 1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

limit the State or Ag	MAGES: This clause shall in no way be considered exclusive and sha ency's right to pursue any other available remedy. Vendor shall pay se amount specified below or as described in the specifications:
D	for
Liquidated Dar	nages Contained in the Specifications

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: 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.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. 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.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. 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.
- 19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. 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.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. 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.

- 24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND 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.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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 may include, but are not limited to, quantities purchased, agencies utilizing the contract expenditures by agency, etc.	
Quarterly reports detailing the total quantity of purchases in units and dollars, along will listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Divide email at purchasing requisitions@wy.gov	h a vision

41. 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.

Revised 11/14/2019

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

- 42. 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:
 - c. 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
 - d. 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.
- 43. 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.

- 44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.