



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

# State of West Virginia Purchase Order

Order Date: 11-15-2021

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

|                       |                                        |                          |        |
|-----------------------|----------------------------------------|--------------------------|--------|
| Order Number:         | CPO 0803 0558 DOT2200000017 1          | Procurement Folder:      | 946518 |
| Document Name:        | 05220134 - FABRICATED STRUCTURAL STEEL | Reason for Modification: |        |
| Document Description: | FABRICATED STRUCTURAL STEEL - 05220134 |                          |        |
| Procurement Type:     | Central Purchase Order                 |                          |        |
| Buyer Name:           | John W Estep                           |                          |        |
| Telephone:            | 304-558-2566                           |                          |        |
| Email:                | john.w.estep@wv.gov                    |                          |        |
| Shipping Method:      | Best Way                               | Effective Start Date:    |        |
| Free on Board:        | FOB Dest, Freight Prepaid              | Effective End Date:      |        |

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Customer Code: VS0000022665<br>Heartland Fabrication<br>1800 Paul Thomas Blvd<br><br>Brownsville PA 15417-1555<br>US<br>Vendor Contact Phone: 7247852575 Extension:<br>Discount Details:<br><table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | Not Entered |  |  | #3 | Not Entered |  |  | #4 | Not Entered |  |  | Requestor Name: Laranda L Baldwin<br>Requestor Phone: (304) 289-3521<br>Requestor Email: laranda.l.baldwin@wv.gov<br><br><b>22</b><br>FILE LOCATION _____ |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |
| #1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No                 | 0.0000              | 0                   |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |
| #2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |
| #3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |
| #4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                           |

| INVOICE TO                                                                      | SHIP TO                                                                                            |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV 26710<br>US | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV 26710-0099<br>US |

11-17-21  
Box

Total Order Amount: \$59,359.50

Purchasing Division's File Copy

ENTERED

JE 11/15/21

|                                                                                       |                                                                                          |                                                                               |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| PURCHASING DIVISION AUTHORIZATION<br>DATE: 11/16/2021<br>ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM<br>DATE: 11/19/2021<br>ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION<br>DATE: 11/22/2021<br>ELECTRONIC SIGNATURE ON FILE |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

**Extended Description:**

The Vendor, Heartland Fabrication, agrees to enter with the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOT), into a contract for the one-time purchase of Fabricated Structural Steel, per the Specifications, Terms and Conditions, Bid Requirements, Addendum\_1 dated 11/01/2021 and the Vendor's bid dated 11/04/2021 incorporated herein by reference and made apart hereof.

| Line         | Commodity Code | Quantity     | Unit     | Unit Price  | Total Price |
|--------------|----------------|--------------|----------|-------------|-------------|
| 1            | 11101704       | 5.00000      | EA       | 6774.560000 | 33872.80    |
| Service From | Service To     | Manufacturer | Model No |             |             |
|              |                |              |          |             |             |

**Commodity Line Description:** W18x97 Beams @ 33'-5" each

**Extended Description:**

Hot-Dipped Galvanized w/ 3/4" Sole Plates attached (see shop drawing for dimensions, welding and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 10           | 11101704       | 4.00000      | EA       | 313.500000 | 1254.00     |
| Service From | Service To     | Manufacturer | Model No |            |             |
|              |                |              |          |            |             |

**Commodity Line Description:** DRIVE IN POST

**Extended Description:**

Hot-Dipped Galvanized W6x25 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 11           | 11101704       | 4.00000      | EA       | 103.090000 | 412.36      |
| Service From | Service To     | Manufacturer | Model No |            |             |
|              |                |              |          |            |             |

**Commodity Line Description:** THRIE BEAM BRACKET

**Extended Description:**

Hot-Dipped Galvanized 1/2" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 2            | 11101704       | 20.00000     | EA       | 191.580000 | 3831.60     |
| Service From | Service To     | Manufacturer | Model No |            |             |
|              |                |              |          |            |             |

**Commodity Line Description:** DIAPHRAGMS

**Extended Description:**

Hot-Dipped Galvanized C12x25 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 3            | 11101704       | 10.00000     | EA       | 245.220000 | 2452.20     |
| Service From | Service To     | Manufacturer | Model No |            |             |
|              |                |              |          |            |             |

**Commodity Line Description:** GUARDRAIL BRACKET

**Extended Description:**

Hot-Dipped Galvanized HSS14x6x1/4 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 4            | 11101704       | 10.00000     | EA       | 94.050000  | 940.50      |
| Service From | Service To     | Manufacturer | Model No |            |             |

**Commodity Line Description:** EXTERIOR DIAPHRAGM BRACKET

**Extended Description:**

Hot-Dipped Galvanized WT6x36 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 5            | 11101704       | 20.00000     | EA       | 19.620000  | 392.40      |
| Service From | Service To     | Manufacturer | Model No |            |             |

**Commodity Line Description:** INTERIOR DIAPHRAGM BRACKET

**Extended Description:**

Hot-Dipped Galvanized L4x4x3/8 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price  | Total Price |
|--------------|----------------|--------------|----------|-------------|-------------|
| 6            | 11101704       | 4.00000      | EA       | 1951.220000 | 7804.88     |
| Service From | Service To     | Manufacturer | Model No |             |             |

**Commodity Line Description:** LONG RAILING TUBE @ 40'-0"

**Extended Description:**

Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price  | Total Price |
|--------------|----------------|--------------|----------|-------------|-------------|
| 7            | 11101704       | 2.00000      | EA       | 1739.840000 | 3479.68     |
| Service From | Service To     | Manufacturer | Model No |             |             |

**Commodity Line Description:** SHORT RAILING TUBE @ 35'-8"

**Extended Description:**

Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 8            | 11101704       | 2.00000      | EA       | 753.390000 | 1506.78     |
| Service From | Service To     | Manufacturer | Model No |            |             |

**Commodity Line Description:** DECK HEADER @ 18'-0"

**Extended Description:**

Hot-Dipped Galvanized TS4.5x4.5x5/16 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 9            | 11101704       | 10.00000     | EA       | 341.230000 | 3412.30     |
| Service From | Service To     | Manufacturer | Model No |            |             |

**Commodity Line Description:** BRIDGE MOUNTED POSTS

**Extended Description:**

Hot-Dipped Galvanized W6x25 and 3/4" plate (see shop drawings for dimensions, welding and required holes) - Domestic Steel

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**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 within \_\_\_\_\_ days.

☐ **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 \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **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 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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 a 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **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.

☐ **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.

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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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$100,000 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: \_\_\_\_\_ per occurrence.

☐ **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 West Virginia must be listed as additional insured on insurance certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanwaha Blvd. E., Bldg.5  
Charleston, WV 25305

☐

☐



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:** 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]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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. 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.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

**42. 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.



**43. 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 pre-award 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.

**44. 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.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



**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.

BILL KAESER, GENERAL MANAGER  
(Name, Title)

(Printed Name and Title)

1800 PAUL THOMAS BLVD, BROWNSVILLE PA 15417  
(Address)

724-785-2575 / 724-785-2577  
(Phone Number) / (Fax Number)

BILL.KAESER@HL-COMPANIES.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

HEARTLAND FABRICATION, LLC  
(Company)

  
(Authorized Signature) (Representative Name, Title)

BRIAN SASSELLI, VP OF ENGINEERING  
(Printed Name and Title of Authorized Representative)

11/10/2021  
(Date)

724-785-2575 / 724-785-2577  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways District 5 Bridge Department to establish a contract for the one-time purchase of fabricated Structural Steel components delivered to the district headquarters in Burlington, WV.
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 Items”** means Structural Steel components, as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the page, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Item.
  - 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.
  - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
  - 2.5 **“MCS&T”** used throughout this Solicitation means Materials Control, Soils, and Testing Division of the West Virginia Division of Highways.
  - 2.6 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
  - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Structural Steel**
      - 3.1.1.1 The following sections of the Standard Specs, shall apply to the administration of this contract: sections 101, 102.4, 102.5, 105.1, 105.3,

REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL

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105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

A complete electronic copy of the Standard Specs may be obtained by sourcing:

[https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017\\_Standard.pdf](https://transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Documents/2017_Standard.pdf)

**3.1.1.2 Fabrication Specifications:** The Contract Item materials, equipment, fabrication, and welding must conform to the requirements of Section 615 of the Standard Specs. All materials are to be hot dip galvanized per ASTM A123. Material requirements and dimensions of the Contract Items for fabrications are provided on the attached shop drawings. Steel components that do not specify spec. or grade may be grade 36 (ASTM A36) at a minimum. Tubes shall be grade 42. W18x97 beams shall be ASTM A572 grade 50.

**3.1.1.4 Buy America:** The Vendor shall supply all steel products in accordance with 106.1.5 and 106.1.6. This includes all steel to be made in the USA.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** 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 Page.

The Vendor providing pricing and information for a plant on the Pricing Page that is NOT currently certified at the time of award will NOT be issued a Contract.

**4.2 Pricing Page:** 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 not modify or add any information into the Column Headers.** Vendor

**REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL**

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should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

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

The unit price quoted for Contract Item shall include delivery to the project, temperature control measures, and all admixtures.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how to utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing orders on-line.

According to Section 4 of these contract specifications, once the low-bid vendor is chosen, that vendor will receive a delivery order from the WVDOH District 5. Product shall not be delivered until a delivery order is received.

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

Invoicing and other payment correspondence are to be made to West Virginia Division of Highways District 5, PO BOX 99, Burlington, WV 26710.

**REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL**

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**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor may fabricate the Contract Items immediately after being awarded this Contract. Vendor shall deliver the requested quantity of the Contract Items within 30 working days after receiving a notice to proceed (Contract Award). Contract Items must be delivered to WVDOH District 5 Bridge Department at 2120 Northwestern Turnpike, Burlington, WV 26710. All shipping, handling, and freight of Contract Items and their components must be included in the price (FOB).

**6.2 Late Delivery:** The WVDOH District 5 Bridge Department 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 project completion will be grounds for termination of the Contract, and/or obtaining the Contract Items from a third party.

Approval of the Purchasing Division must be made prior to sourcing Contract Item from a third party.

**6.3 Unacceptable Item:** If the Agency deems the Contract Item to be unacceptable, the Contract Item shall be handled per the Standard Spec.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Item 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.

**7.2.2** Immediate cancellation of the Contract.

**7.2.3** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.4** Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL

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**8. MISCELLANEOUS:**

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

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

**8.3 Vendor Registration:** Vendor must be registered with wvOASIS and the Secretary of State's office before award of this Contract. For more information regarding Vendor registration source the following website:  
<http://www.state.wv.us/admin/purchase/vrc/default.html>

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

Contract Manager: BILL KAESER  
Telephone Number: 724-785-2575 (o) 724-963-0783 (M)  
Fax Number: 724-785-2577  
Email Address: BILL.KAESER@HLCOMPANIES.COM



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

State of West Virginia  
Centralized Request for Quote  
Highways

Proc Folder: 946518

Doc Description: Addendum #1 FABRICATED STRUCTURAL STEEL - 05220134

Reason for Modification:

Addendum #1

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2021-11-01  | 2021-11-04 13:30    | CRFQ 0803 DOT2200000063 | 2       |

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
304-558-2566  
john.w.estep@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

**ADDITIONAL INFORMATION**

Addendum #1 is issued to modify Section 6.1 in the Specifications from 30 days to 60 days, to attach the Vendor Questions & Answers, and to modify the bid opening date from November 2, 2021 to November 4, 2021. Bid opening time (1:30 PM EST) remains the same.

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**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways District 5 Bridge Department to establish a contract for the one-time purchase of fabricated Structural Steel components delivered to the district headquarters in Burlington, WV. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc               | Qty     | Unit Issue | Unit Price | Total Price |
|------|----------------------------|---------|------------|------------|-------------|
| 1    | W18x97 Beams @ 33'-5" each | 5.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized w/ 3/4" Sole Plates attached (see shop drawing for dimensions, welding and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc | Qty      | Unit Issue | Unit Price | Total Price |
|------|--------------|----------|------------|------------|-------------|
| 2    | DIAPHRAGMS   | 20.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized C12x25 (see shop drawings for dimensions and required holes) - Domestic Steel



| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc      | Qty      | Unit Issue | Unit Price | Total Price |
|------|-------------------|----------|------------|------------|-------------|
| 3    | GUARDRAIL BRACKET | 10.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized HSS14x6x1/4 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc               | Qty      | Unit Issue | Unit Price | Total Price |
|------|----------------------------|----------|------------|------------|-------------|
| 4    | EXTERIOR DIAPHRAGM BRACKET | 10.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized WT6x36 (see shop drawings for dimensions and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc               | Qty      | Unit Issue | Unit Price | Total Price |
|------|----------------------------|----------|------------|------------|-------------|
| 5    | INTERIOR DIAPHRAGM BRACKET | 20.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized L4x4x3/8 (see shop drawings for dimensions and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc               | Qty     | Unit Issue | Unit Price | Total Price |
|------|----------------------------|---------|------------|------------|-------------|
| 6    | LONG RAILING TUBE @ 40'-0" | 4.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc                | Qty     | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|---------|------------|------------|-------------|
| 7    | SHORT RAILING TUBE @ 35'-8" | 2.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc         | Qty     | Unit Issue | Unit Price | Total Price |
|------|----------------------|---------|------------|------------|-------------|
| 8    | DECK HEADER @ 18'-0" | 2.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized TS4.5x4.5x5/16 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc         | Qty      | Unit Issue | Unit Price | Total Price |
|------|----------------------|----------|------------|------------|-------------|
| 9    | BRIDGE MOUNTED POSTS | 10.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized W6x25 and 3/4" plate (see shop drawings for dimensions, welding and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------|---------|------------|------------|-------------|
| 10   | DRIVE IN POST | 4.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized W6x25 (see shop drawings for dimensions and required holes) - Domestic Steel

| INVOICE TO                                                                |  | SHIP TO                                                                                 |  |
|---------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------|--|
| DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>PO BOX 99<br>BURLINGTON WV<br>US |  | DIVISION OF HIGHWAYS<br>DISTRICT FIVE<br>2120 NORTHWEST TURNPIKE<br>BURLINGTON WV<br>US |  |

| Line | Comm Ln Desc       | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------|---------|------------|------------|-------------|
| 11   | THRIE BEAM BRACKET | 4.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 11101704  |              |               |         |

**Extended Description:**

Hot-Dipped Galvanized 1/2" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel

**SCHEDULE OF EVENTS**

Line

Event

Event Date

1

Tech Questions due by 10:00am

2021-10-27

# SOLICITATION NUMBER: CRFQ DOT2200000063

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000063 ("Solicitation") to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

**1) To attach Vendor Questions & Answers**

**2) To modify Section 6.1 in the Specifications from 30 (Thirty) days to 60 (Sixty) days.**

**3) To modify bid opening from November 2, 2021 to November 4, 2021.**

**Bid opening time (1:30 PM EST) remains the same.**

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

### Terms and Conditions:

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

CRFQ DOT2200000063  
Vendor Questions & Answers

**Q1.** Regarding this CRFQ, there is no mention of bolts in the Specifications or plans. Are they furnishing the bolts, including anchor bolts?

**A1.** Yes. We are furnishing the bolts, including the anchor bolts. The bid is for the structural steel pieces on the pricing page.

**Q2.** The delivery for this structure is 30 days after award which is impossible. Can you make contact with the engineer to make the delivery more practical since, during what we are experiences with deliveries and shortages at the present, their 30 days delivery just cannot be met?

**A2.** We would like to keep the deadline at 60 days. Due to this project being a General Revenue Surplus Project, we have a strict deadline and need the materials delivered ASAP.

REQUEST FOR QUOTATION  
05220135 - STRUCTURAL STEEL

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**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor may fabricate the Contract Items immediately after being awarded this Contract. Vendor shall deliver the requested quantity of the Contract Items within 60 working days after receiving a notice to proceed (Contract Award). Contract Items must be delivered to WVDOH District 5 Bridge Department at 2120 Northwestern Turnpike, Burlington, WV 26710. All shipping, handling, and freight of Contract Items and their components must be included in the price (FOB).

**6.2 Late Delivery:** The WVDOH District 5 Bridge Department 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 project completion will be grounds for termination of the Contract, and/or obtaining the Contract Items from a third party.

Approval of the Purchasing Division must be made prior to sourcing Contract Item from a third party.

**6.3 Unacceptable Item:** If the Agency deems the Contract Item to be unacceptable, the Contract Item shall be handled per the Standard Spec.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

**7.1.1** Failure to provide Contract Item 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.

**7.2.2** Immediate cancellation of the Contract.

**7.2.3** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.4** Any other remedies available in law or equity.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2200000063**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

HEARTLAND FABRICATION, LLC

Company



Authorized Signature

11/10/2021

Date

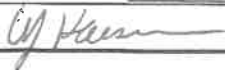
**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.



**Pricing Page**  
**5220134**  
**EXHIBIT A**

Page 1 of 1

| Item Number        | Quantity | Unit of Measure | Description                                                                                                                                                    | Unit Price | Total            |
|--------------------|----------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| 1                  | 5        | EA              | W18x97 Beams @ 33'-5" each - Hot-Dipped Galvanized w/ 3/4" Sole Plates attached (see shop drawing for dimensions, welding and required holes) - Domestic Steel | \$6,774.56 | \$ 33,872.80     |
| 2                  | 20       | EA              | Diaphragms - Hot-Dipped Galvanized C12x25 (see shop drawings for dimensions and required holes) - Domestic Steel                                               | \$191.58   | \$ 3,831.60      |
| 3                  | 10       | EA              | Guardrail Bracket - Hot-Dipped Galvanized HSS14x6x1/4 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel          | \$245.22   | \$ 2,452.20      |
| 4                  | 10       | EA              | Exterior Diaphragm Bracket - Hot-Dipped Galvanized WT6x36 (see shop drawings for dimensions and required holes) - Domestic Steel                               | \$94.05    | \$ 940.50        |
| 5                  | 20       | EA              | Interior Diaphragm Bracket - Hot-Dipped Galvanized L4x4x3/8 (see shop drawings for dimensions and required holes) - Domestic Steel                             | \$19.62    | \$ 392.40        |
| 6                  | 4        | EA              | Long Railing Tube @ 40'-0" - Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel                           | \$1,951.22 | \$ 7,804.88      |
| 7                  | 2        | EA              | Short Railing Tube @ 35'-8" - Hot-Dipped Galvanized TS8x4x5/16 (see shop drawings for dimensions and required holes) - Domestic Steel                          | \$1,739.84 | \$ 3,479.68      |
| 8                  | 2        | EA              | Deck Header @ 18'-0" - Hot-Dipped Galvanized TS4.5x4.5x5/16 and 3/4" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel    | \$753.39   | \$ 1,506.78      |
| 9                  | 10       | EA              | Bridge Mounted Posts - Hot-Dipped Galvanized W6x25 and 3/4" plate (see shop drawings for dimensions, welding and required holes) - Domestic Steel              | \$341.23   | \$ 3,412.30      |
| 10                 | 4        | EA              | Drive-In Post - Hot-Dipped Galvanized W6x25 (see shop drawings for dimensions and required holes) - Domestic Steel                                             | \$313.50   | \$ 1,254.00      |
| 11                 | 4        | EA              | Thrie Beam Bracket - Hot-Dipped Galvanized 1/2" plates (see shop drawings for dimensions, welding and required holes) - Domestic Steel                         | \$103.09   | \$ 412.36        |
| <b>Grand Total</b> |          |                 |                                                                                                                                                                | <b>\$</b>  | <b>59,359.50</b> |

|                |                                                                                     |
|----------------|-------------------------------------------------------------------------------------|
| VENDOR NAME    | Heartland Fabrication                                                               |
| VENDOR ADDRESS | 1800 Pual Thomas BLVD Brownsville, PA 15417                                         |
| PHONE #        | 724-785-2575                                                                        |
| EMAIL          | bill.kaeser@hl-companies.com                                                        |
| SIGNATURE      |  |