



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

Request for Quotation

RFO NUMBER
02600920

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

VENDOR

*709035240 304-755-5638
 WV STEEL CORPORATION
 PO BOX 1029
 POCA WV 25159

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT TWO
 6200 US ROUTE 60 EAST
 BARBOURSVILLE, WV
 25504 304-528-5655

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/31/2006				

BID OPENING DATE: 06/21/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	61,500	LB		570-68	.4731	29095.65
W12 X 120 STEEL BEAMS NOTE: BID UNIT PRICE MUST BE QUOTED AS PRICE PER POUND. SEE ATTACHED VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	304 755 5638	6/21/06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
V.P.	550307435		

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	TELEPHONE	DATE 6/21/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>WV Steel Corp</i></p> <p>DATE: <i>6/21/06</i></p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Vice President</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>Richard Smith</i>						
***** THIS IS THE END OF RFQ 02600920 ***** TOTAL:						<i>\$ 29095.65</i>

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1. 39,900 Lbs., W12 x 120 steel beams (7 pcs. @47'-6") – to be used on the Big Hollow Road Bridge.
2. 21,600 Lbs., W12 x 120 steel beams (6 pcs. @30'-0") – to be used on the Riffe Branch Beam Span

All steel beams are to meet the specifications of AASHTO M270 , Grade 50 with Zone 2 Charpy V Notch Testing.

Material is to be delivered FOB to the West Virginia Division of Highways Bridge Department storage facility located at 6200 US Rt. 60 East in Barboursville, WV. Forty-eight (48) hour notification is required prior to delivery – phone: 304-528-5655. Failure to provide proper notification may result in a delay in acceptance of the material.

All deliveries shall conform to the West Virginia Department of Transportation, Division of Highways Special Provision Section 109.20 – Price Adjustment for Load Limit Violations (see attached).

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

**SECTION 109
MEASUREMENT AND PAYMENT**

109.20-PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS:

DELETE THE CONTENTS AND REPLACE WITH THE FOLLOWING:

The maximum Allowable Gross Weight for any vehicle being used to haul materials on publicly maintained highways under the terms of this contract shall be as follows unless otherwise vested by law.

Vehicle Type	Maximum Allowable Gross Weight
Two - Axle Truck	40,000 LBS (18.14 Mg)
Three - Axle Truck (Tandem Axle In Rear)	66,000 LBS (29.93 Mg)
Four - Axle Truck (Tri - Axle in Rear)	77,000 LBS (34.92 Mg)
Five - Axle Truck (Quad - Axle in Rear)	80,300 LBS (36.42 Mg)
Five or More Axles (Combination Vehicle)	88,000 LBS (39.91 Mg)

Federal law establishes the Maximum Allowable Gross Weight on Interstate Routes at 80,000 lbs. (36.129 mg). Additional weight restrictions on Interstate Routes with Bridges is established by FHWA Publication No. FHWA-MC-94-007. The Public Service Commission, Weight Enforcement Section is responsible for the enforcement of the provisions in FHWA-MC-94-007.

No tolerances are permitted above the 80,000 lbs. for Interstate Routes. See WV Code 17C-17-9.

The Allowable Gross Weight shown above is the maximum gross weight that vehicles of that type can legally haul on non-Interstate routes designated for gross vehicle weights of 80,000 LBS. Lower maximum values will exist on any non-Interstate routes that are designated for gross vehicle weights less than 80,000 LBS. Any vehicle can legally have a gross weight different from that specified above may be inspected by the Public Service Commission, Weight Enforcement Section and receive a certificate showing the maximum legal gross weight for that vehicle which shall be used in lieu of the Allowable Gross Weight from this provision, but in no case higher than allowable gross weight in this provision.

All materials from a commercial source or a batch plant are subject to a price adjustment for load limit violations. The Division of Highways is not enforcing the West Virginia Motor Vehicle Laws with this provision, however, it is enforcing a contractual requirement that makes reference only to the provisions that are described. Nothing in this provision relieves any party from compliance with the State Law on load limits or any fines which may be assessed for violation of said law.

Material moved by the Division of Highways Special Permit for excess size or weight pursuant to West Virginia Code 17C-17-11 is exempt from this provision.

A weigh ticket shall be required with each load of material from a commercial source which would normally have truck scales. This includes, but is not limited to, all asphalt paving materials and all aggregates regardless of the contract pay unit. The weigh ticket shall include gross, tare, and net weights, time and date of loading, Item Number or Description of Materials, Contract Number or Project Number, number of axles on haul unit, license number of haul unit, and signature of the weigher certifying that all information on the ticket is correct. If the weigher's name is printed by the computer on the ticket, then it only needs to be initialed by the weigher. The weigh ticket shall be used to determine the Allowable Gross Weight and the Actual Gross Weight for each load of material delivered by that haul unit.

For material from a commercial source or a batch plant, which would not normally have truck scales, a weigh ticket documenting the tare weight, number of axles on the haul unit, license number of haul unit, date weighed, location of scales, and signature of the weigher certifying that all information on the ticket is correct, may be supplied for each haul unit as an alternate to the ticket required in the previous paragraph. The tare weigh ticket shall be supplied for each contract on a yearly basis and when modifications are made to the vehicle or combination of vehicles. In this situation the Allowable Gross Weight shall be determined from the weight ticket information. The Actual Gross Weight shall be determined by adding the tare weight of the haul unit to the weight of the material delivered. The weight of the material delivered shall be calculated and furnished by the vendor/supplier shipping the material to the project site or DOH facility. This includes, but is not limited to, concrete, structural steel, piling, reinforcing steel and all prepackaged material of known weight, such as cement, grout, fertilizer, lime, abrasives, etc.

If the haul unit is a combination of vehicles, the license number shall be supplied for each component. The tare weight shall be for the complete haul unit.

All weighing shall be done on scales approved and sealed by the West Virginia Division of Labor, Bureau of Weights and Measures. If the scales are moved or upon the request of the Engineer, the scales shall be reapproved and sealed. The Engineer shall be notified of any scale malfunctions. The Division of Highways may, at its option, accept inspection and sealing by out of state agencies when the material is being loaded outside West Virginia.

A price reduction shall be assessed for each load of material where the actual gross weight exceeds the allowable gross weight. The amount of the price reduction shall be twenty-five Dollars (\$25.00) per ton for each ton (twenty-eight Dollars (\$28.00) per megagram for each megagram), or portion thereof, in excess of the allowable gross weight except that no reduction shall be assessed if the amount in excess of the allowable gross weight is less than 500 lbs (225 kg). This amount shall be deducted as a price adjustment for load limit violations.

Any material, covered by this provision, which is delivered without the proper weigh ticket shall not be accepted by the Division of Highways.

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: WV Fuel Corp

Authorized Signature: [Signature]

Date: 6/21/06