



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

Request for Quotation

RFQ NUMBER
 04800581

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 MICHAEL AUSTIN
 304-558-2402

*709042451 304-425-8955

EASTERN VAULT COMPANY INC
 PO BOX 1134

PRINCETON WV 24740

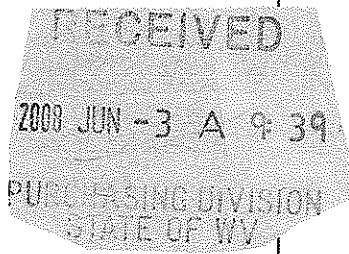
DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

VENDOR

SHIP TO

DATE PRINTED 05/29/2008	TERMS OF SALE <i>Net 30</i>	SHIP VIA <i>AIR TRUCK</i>	FOB <i>JOBSITE</i>	FREIGHT TERMS <i>Net 30</i>
BID OPENING DATE: 06/11/2008	BID OPENING TIME 01:30PM			

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
BID OPENING DATE AND TIME CHANGED						
FROM: 06/04/08 AT 1:30 P.M.						
TO: 06/11/08 AT 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	SF		210-16	<i>\$ 88,007.50</i>	<i>\$ 88,007.50</i>
PRESTRESSED CONCRETE BEAMS						
***** THIS IS THE END OF RFQ 04800581 ***** TOTAL:						<i>\$ 88,007.50</i>



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Brian P. Struble* TELEPHONE *304-425-8955* DATE *6-1-08*

TITLE *G.M.* FEIN *55-0520255* ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 \$125.00 registration fee.
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 may be deemed null and void, and 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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*709042451 304-425-8955
 EASTERN VAULT COMPANY INC
 PO BOX 1134
 PRINCETON WV 24740

SHIP TO

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 05/22/2008	TERMS OF SALE NET 30	SHIP VIA OUR TRUCK	FOB JOBSITE	FREIGHT TERMS NET 30
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BID OPENING DATE: **06/04/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	SF		210-16	\$ 88,007.50	\$ 88,007.50
PRESTRESSED CONCRETE BEAMS 1123.5 SF OF 27" DEEP PRESTRESSED CONCRETE BEAMS WITH ACCESSORIES FOR STATE PROJECT S325-17-7.57, GRANT TOWN THRU GIRDER FOR THE WV DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. BPP						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brian P. Struble</i>	BRIAN P. STRUBLE	TELEPHONE 304-425-8955	DATE 5-28-08
TITLE GENERAL MANAGER	FEIN 55-0520255	ADDRESS CHANGES TO BE NOTED ABOVE	

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Purchasing Division
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Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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EASTERN VAULT COMPANY INC
PO BOX 1134

PRINCETON WV 24740

SHIP TO

DIVISION OF HIGHWAYS
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/22/2008				

BID OPENING DATE: **06/04/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH 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: <u>EASTERN VAULT Co., Inc.</u></p> <p>DATE: <u>5-28-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>GENERAL MANAGER</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/22/2008				

BID OPENING DATE: **06/04/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
		Fax	304	425-1171		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				BRIAN P. STRUBLE		
***** THIS IS THE END OF RFQ 04800581 ***** TOTAL:						\$ 88,007.50

BPJ

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1. DESCRIPTION

The beams shall be 27" deep X 36" wide X 53' 6" long.

Two (2) exterior beams and five (5) interior beams are required.

In addition to the beams the fabricator shall also supply in accordance with the attached plans all associated items including but not limited to the following.

Guardrail Posts and Hardware attached to the exterior beams; Bearing Pads; Anchor Dowels; Post Tensioning Bars with Nuts and Bearing Plates and 2 extra nuts; Sponge Rubber Joint Filler, Washers, and Grout Stop.

2. ACCEPTANCE

Cracks developing in a beam may be cause for rejection of the beam. Cracks that are not detrimental to the structural integrity of the beam, as determined by the Division of Highways, may be accepted under the following conditions:

1) Cracks of 0.004 inch or less shall be treated with a second coat of a Division of Highways approved concrete sealer.

2) Cracks of greater than 0.004 inch shall be treated by a Division of Highways approved epoxy injection methods.

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

3. DELIVERY

~~ALL BEAMS AND ACCESSORIES SHALL BE DELIVERED TO THE PROJECT SITE DURING THE WEEK OF SEPTEMBER 8, 2008.~~

Upon receipt of a Purchase Order the Vendor shall submit shop drawings to the District Bridge Engineer within fifteen (15) calendar days. Shop drawings must be approved by the Division of Highways prior to the manufacture of any beam sections.

Should the Vendor fail to meet the above delivery schedule, liquidated damages will be assessed in accordance with Section 108.7 of the current Division of Highways Standard Specifications Roads and Bridges.

Sites for delivery of beam sections and accessories under this contract shall be accessible to equipment that is normally and customarily used for transportation of beam sections. Delivery will not be required where gross vehicle loaded weights will exceed the legal road or bridge load. Upon receipt of an approved Purchase Order, the Vendor must notify the District Bridge Engineer within ten (10) calendar days if delivery under the terms of this contract cannot be performed due to weight restrictions or roadway geometrics.

Prior to delivery, all Beams, Accessories and Optional Items shall be tested and accepted in accordance with Section 603 of the Division of Highways Standard Specifications Roads and Bridges adopted 1993, as modified by the July 1, 1998 Supplemental Specifications.

4. PARTIAL PAYMENT OF APPROVED BEAMS

Upon completion of manufacture and approval by the Division of Highways of all beams specified on Purchase Order, the vendor may invoice and the Division will pay for the cost of manufacturing the beams, not to exceed 65% of the total cost of the delivered beams. Partial payment for beams shall be subject to the following conditions:

a. The vendor must request partial payment and furnish an official invoice for the manufactured and approved beams.

b. The partial payment invoice shall be accompanied by a surety bond equal to the invoiced amount guaranteeing delivery of all items specified on the Purchase Order .

c. The vendor shall furnish a statement of approved beams condition and exact storage location.

d. The vendor shall furnish a legal right-of-entry onto the storage site to Division of Highways' employees and/or agents for the purpose of inspecting, sampling, testing and removing any or all Beams.

e. The vendor shall certify that the stored beams are suitably marked and identified as property of the Division of Highways and will not be used for any purpose not designated by the Division.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: EASTERN VAULT Co., INC.

Authorized Signature:  Date: 5-28-08