

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

Request for Quotation

SH-P

Ť

04800581

PAGE L_{v.}

ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

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

PRINCETON WV 24740

.,,,,,,,	DATE PRINT 05/29/.		TERMS OF SALE	SHIP OR T		೯೦೫ ೨ <i>ಂ</i> ಡಿಽ :೯೯	FREIGHT TERMS NET 30
	BID OPENING DATE:	b6/:	11/2008		BID 6		1:30PM
	LINE	QUANTITY	UOP CAT.	ITEM:NU	MBER	UNITPRICE	AMOUNT
			ADDENDU	N NO. 1			
••••		BID OPENII	ng date and i	'IME CHANG	ED		
		FROM: 06,	/04/08 AT 1:3	P.M.			
		ro: 06,	/11/08 AT 1:3	P.M.			
		NO OTHER (CHANGES.				
	0001	PRESTRESSI	SF 1 ED CONCRETE B	210-16 EAMS	No.	# 88,007.50	# 88,007.50
• • • • • • • • • • • • • • • • • • • •		***** TI	HIS IS THE EN	D OF RFQ	048005	81 ***** TOTAL	. \$88,007.56
					***************************************		D ·
						2003 JUN -3 A	
		\				PURCE AND BUYER OF WY	SION
		5-A-H-		VERSE SIDE FOR T	ERMS AND CONE	OTTIONS	
	SIGNATURE	21. Ma	U BRIANP.	Stener	TELEPHONE 30	14.425-8955 DATE	6-1-08
	G.M.		Treisi	0520 25			ES TO BE NOTED ABOVE
•		EN RESPONDI	1			J SPACE ABOVE LABEL	

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 Viginia 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

Rev. 9/25/07



VENDOR

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

Request for Quotation

©±-p

Ö

04800581

PAGE

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

DATE PRIN	TED	TER	MS OF SAI		SHIP	/A		FOB		FR	EIGHT TERM	S
05/22/			T 30		OUR T		·	OBS/TE		***************************************	- 30	
BID OPENING DATE:	O Inventoration	6/04/	2008	100000000000000000000000000000000000000		BID	OPEN:	ING TIME	01	:30PM	-1.653.53555555555555	ogsviraterovana
LINE	QUANT	ITY	UOP	CAT. NO	ITEM NUI	/BER		UNITPRICE			AMOUNT	
		31,500,000,000,000	anang ana ana ana an			<u>agas baagis ka Giranasin (1919) raan</u>	<u> </u>				120120010000000000000000000000000000000	<u>16000100010000000</u>
0001			SF		210-16		#	88,007	50	# 8	38,00	7.50
		1					77	00,001		77		000
	PRESTRE	SSED	CONCR	ETE B	EAMS				391'			PI
							***************************************	l	7			1
	1127 E	SE DE	2711	neco	PRESTRESS	ED CONC	DETE	DEAMS WI	711			
					PROJECT S							
					DIVISION							
B Comment	ATTACHE				•				*			
i												
			VEND	OR PR	EFERENCE	CERTIFI	CATE					
	CERTIFI	CATIO	N AND	ΔΡΡΙ	ICATION*	TS HERE	RV MA	ADE EOR				
					CE WITH W							:
					Y TO CONS							
	j							-				
1	1			S MAD	E FOR 2.5	% PREFE	RENCE	FOR THE				
	REASON	CHECK	FD:									
	() B	IDDER	TS A	N TND	IVIDUAL R	FSIDENT	VENT	OOR AND				
					LY IN WES							
					PRECEDING							
	CERTIFI	CATIO	N; OR									
	(X) B	TDDED			uenov to							
	- / >				NERSHIP, ND HAS MA				IRA-			
					PLACE OF				V TN			
					(4) YEAR							
					FICATION;							
					HELD BY A							
					ON OR COR							
	ŧ	1	1		HEADQUAR							
l i	1	,	1		LY IN WES EDING THE		f		(4)			
	LEMMO I				manaraties (* 1915 bu	DAIL U		. •				
320003000000000000000000000000000000000	L	1		On the page plan page beauty	الله الله الله الله الله الله الله الله		72.02.02.00		(20)(10)(22)(10)			
SIGNATURE	1 24-7	7			VERSE SIDE FOR T	HMS AND CONTELEPHONE	SMOITIGN		DATE			
L/c	-1. With	· · · · · · · · · · · · · · · · · · ·	RIAU 1	ハンス	?UBCE	TELEPHONE 30	<u> </u>	25 - 8955		5-2	8-08	
TITLE GENERAL	MANAG	ER	IIN:	55-€	520255			ADDRESS CH	IANGES	TO BE N	OTED ABOV	Æ
WH	EN RESPO	NIDING T	TO DEO	INICED	T NAME AND	ADDDESS	N CDA	OF ADOME!	ADELE	ווארוני ת	יחסחי	

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 Viginia 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

Boy or May wife you

AND THE SECTION OF TH

Harris La Maria

Rev. 9/25/07

另声:411.产。



#200

TITLE

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

Request for Quotation

04800581

PAGE

ADDRESS:CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

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

þ

Ť

DATE PRINTED TERMS OF SALE SHIP VIA FOB FREIGHT TERMS 05/22/2008 BID OPENING DATE: 06/04/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT CERTIFICATION; OR 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 HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: 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; OR 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. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUES TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE



EXDOR

PRINCETON WV

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

24740

Request for Quotation

04800581

PAGE

MICHAEL AUSTIN
304-558-2402

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

DIV

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

SHIP VIA FREIGHT TERMS DATE PRINTED TERMS OF SALE FOB. 05/22/2008 BID OPENING DATE: BID OPENING TIME 01:30PM 06/04/2008 QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT LINE (A) RESCIND THE CONTRACT OR PURCHASE PURCHASING TO: 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. 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. 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. EASTERN VAULT CO., INC. BIDDER: -28-08 DATE: SIGNED: TITLE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE



POCZM

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

04800581

PA	G	E	:::
	21	5	

MICHAEL AUSTIN 304-558-2402

ADDRESS CORRESPONDENCE TO ATTENTION OF

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

PRINCETON WV 24740

DIVISION OF HIGHWAYS SIL JOBSITE SEE SPECIFICATIONS Ţ

BID OPENING DATE: 06/04/2008 BID OPENING TIME 01:30PM LINE GUANTITY UOP CAT. NO. STEMNUMBER UNITERICE AMOUNT FAX 304 425-1(T1 CONTACT PERSON (PLEASE PRINT CLEARLY): BRIAN P STRUBGE ******* THIS IS THE END OF RFQ 04800581 ************************************	DATE PRINT			MS OF SAI		SHIP		F.O.B		FREIGHTTERMS
LINE QUANTITY UOP CAT. ITEM NUMBER UNIT PRICE AMOUNT FAX 304-425-1171 CONTACT PERSON (PLEASE PRINT CLEARLY): BRIAN P. STRUBCE	05/22/2008							<u> </u>		
CONTACT PERSON (PLEASE PRINT CLEARLY): BRIAN P. STRUBLE	502030000000000000000000000000000000000	talah kalangan kalangan		000000000000000	A.F.					.:30PM
CONTACT PERSON (PLEASE PRINT CLEARLY): BRIAN P. STRUBLE	LINE	QUAN	ΠΙΤΥ	UOP	NO.	ITEM NUM	/BER	UNITP	RICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): BRIAN P. STRUBLE		***************************************		Γ.,	2 .1	1/20 1171		A contract to the contract to		
BRIAN P. STRUBLE				- FAX		- 72> -11 11				
BRIAN P. STRUBLE										
BRIAN P. STRUBLE		CONTAC	T PERS	<u>ON</u> (P	LEASE	PRINT CL	EARLY):			
				BRI	NP.	STRUBU	Ε			
****** THIS IS THE END OF RFQ 04800581 ****** TOTAL: \$88,007.50		3000 h							*** *** ***	
***** THIS IS THE END OF RFQ 04800581 ***** TOTAL: # 88,007.50										
***** THIS IS THE END OF RFQ 04800581 ***** TOTAL: # 88,007.50										
***** THIS IS THE END OF RFQ 04800581 ****** TOTAL: # 88,007.50								:		
***** THIS IS THE END OF RFQ 04800581 ****** TOTAL: #88,001.50									-	1 1 00
BRI		*****	THIS	IS T	HE EN	D OF RFQ	04800	581 ****	* TOTAL:	₱ 88,001.50
BEA										100
										1 BET
	1									:
										Table 1
		٠,								
										Y.L.
	THE			,	[
SEE REVERSE SIDE FOR TERMS AND CONDITIONS]	SEE REV	ERSE SIDE FOR TE	RMS AND COL	L NDITIONS		<u> </u>
SIGNATURE TELEPHONE DATE	SIGNATURE	<u></u>	<u></u>	<u>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</u>		\$			DATE	
TITLE FEIN APPRESS CLASSES TO BE ASSESSED.	TITLE		FF	IN						
WHEN RESPONDING TO BEO INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED WENDOR								ADDRESS CHANGES TO BE NOTED ABOVE		



NODZWA

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

Request for Quotation

all a

Ť

04800581

PAGE 4

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

05/22/2008		TERMO GI SALE				II VIA	7.0°E		FREIGHT ERWS	
<u> </u>		06/04/2008				BID	OPENING TIME O		1:30PM	
LINE	QUAI	NTITY	UOP	CAT NO	ITEMI	NUMBER	UNITPRICE		AMOUNT	
1 08 H 3 7 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	* CHECIN EIT ARE EN MAXIMU (REV. A SIGN P B C C THE BI	K ANY HER "A TITLED M 5% P 12/00) ED BID EPARTM URCHAS UILDIN 019 WA HARLES D SHOU	COMBI " OR TO R REFER MUST ENT O ING D SHING TON,	NATIO "B", ECEIV ENCE NOT BE S F ADM IVISI TON S WV 2	N OF PREOR BOTH E. YOU FOR BOTH ICE UBMITTED INISTRATION TREET, E 5305-013	EFERENCE "A" AND MAY REQU I "A" AND TO: TION EAST 30	CONSIDERATION "B" WHICH YOU EST UP TO THE "B".			
	SEALED BUYER:	BID	UK I	HE BI	; ;	OT BE CON 33 04800581	21DEKED:			
	BID OP					06/04/200 L:30 PM	8			
1	Į.	,	1	GARDI	NG YOUR	BID:	IS NECESSARY			
SIGNATURE				SEE RE	/ERSE SIDE FOI	TERMS AND CON	VDITIONS	DATE		
		<u> </u>				17777	,,			
TITLE		FE	IN				ADDRESS CH	ANGES	TO BE NOTED ABOVE	

1.DESCPIPTION

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 V	AULT Co., INC.		
Authorized Signature:	BINA	To A	Date:	5-28-08
Purchasing Affidavit (Revised				
Batcustill willower frequency	ow i work			