



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
669C0027

PAGE
1

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

VENDOR

*722114730 304-755-9435
BEAM INC
100 HARRIS DRIVE
ROCK BRANCH INDUSTRIAL PARK
POCA WV 25159

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2009				

BID OPENING DATE: **02/25/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-61	<i>See Attached</i>	
<p>MAINTENANCE PAINTING OF VARIOUS BRIDGES</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR MAINTENANCE AND PAINTING OF VARIOUS BRIDGES FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHE SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

RECEIVED

2009 FEB 23 PM 2:47

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Joe Bean</i>	TELEPHONE 304 755 9435	DATE 2/25/09
TITLE <i>President</i>	FEIN 55 071 1804	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jac Beam</i>	TELEPHONE	DATE 02/25/09
TITLE <i>President</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **02/25/2009** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.: <i>669C0027</i>		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1	<i>None Received 2/17/09</i>	
				NO. 2		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				VENDOR MUST CLEARLY UNDERSTAND 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.		
				<i>Joe Beam</i> SIGNATURE		
				<i>Beam, Inc</i> COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>Joe Beam</i>	TELEPHONE	DATE <i>2/25/09</i>
TITLE <i>President</i>	FEIN <i>55 071 1804</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				669C0027		
				02/25/09		
				1:30pm		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304.755.9438 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Joe Beam -----						
***** THIS IS THE END OF RFQ 669C0027 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Joe Beam</i>	304-755-9435	02/25/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	55 071 1804	

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

1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening, shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 103.6, 104.5, 105.1, 105.3, 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, 107.7, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.21, 107.23, 108.3, 108.5, 108.7, 108.8, 109.1 and 109.2.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening, may be obtained from:

West Virginia Division of Highways
Contract Administration Division
State Capitol Complex, Bldg. 5, Room A-772
Charleston, West Virginia 25305

Web Site:

http://www.wvdot.com/engineering/TOC_engineering.htm

1.1 PAINTING

- 1.1.1 Sealer Application (Where applicable): Upon completion of sealer application, and prior to priming, the sealed area shall be inspected for lifting of existing paint edges. Areas of failed adherence shall be removed, cleaned and resealed prior to application of the primer.
- 1.1.2 Prime Coat: All bare metal surfaces shall receive one coat of Primer. All bolt heads and nuts, all rivet heads, edges of flanges and edges of plates that are cleaned to bare metal shall receive one stripe coat, by brush application prior to the application of the full primer coat.
- 1.1.3 Intermediate Field Coat: Upon completion of priming, one coat of Intermediate Field Coat Paint shall be applied as specified.
- 1.1.4 Finish Coat: Upon completion of intermediate field coat, one finish coat shall be applied as specified. The Engineer may direct that the finish coat be applied to the entire bridge.
- 1.1.5 Terms: Finish Coat and top coat are interchangeable.

1.5 DRYING TIME

Application time between paint coats shall be per manufacturer's recommendations, and at the direction of the project engineer.

1.6 WEATHER LIMITATIONS AND CONDITIONS

Painting will not be permitted when the ambient temperature is below 40°F or the relative humidity is greater than 90 percent. Coating shall not be applied when conditions of rain, snow, fog, frost or mist exist or when the temperature of the steel is less than 5° above the dew point. Painting will not be done while the surface is hot enough to cause blistering or a too rapid solvent release.

1.7 SURFACE PREPARATION

Surface preparation shall consist of dry-clean methods, pressure washing (cold or hot), hand tool/power tool cleaning and/or commercial grade power tool cleaning.

If Devprep 88 Cleaner is specified on the SCO the contractor shall clean with Devprep 88 after the Dry-Clean method specified in 1.7.1 and prior to the pressure washing specified in 1.7.5.

1.7.1 DRY-CLEAN

This will consist of cleaning by dry methods all loose dirt and debris from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints prior to any washing operations. Collection may include the use of brooms, brushes, shovels, wheelbarrows, buckets, vacuums, or other suitable means. Dirt and debris shall be disposed of as specified in paragraph 2.2.2.3.

1.7.2 CHLORIDE CONTAMINATION

When the SCO states a chloride contamination level less than the maximum allowable, no soluble salt remover will be added to the wash water and washing shall be performed as specified in paragraph 1.7.5.

When the SCO states a chloride contamination level above the maximum allowable, a soluble salt remover shall be added to the wash water as specified in paragraph 1.7.3 and the soluble salt remover shall meet the requirements of paragraph 1.7.4.

1.7.7 HAND TOOL CLEANING

Hand tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 2 (SSPC-SP2)

1.7.8 POWER TOOL CLEANING

Power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 3 (SSPC-SP3)

1.7.9 COMMERCIAL GRADE POWER TOOL CLEANING

Commercial grade power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 15 (SSPC-SP15). This method shall be used on all areas containing pack rust and/or excessive rust as directed by the Engineer. If chloride contamination was above the maximum allowable in prior testing then these areas shall receive an additional washing with the soluble salt remover after rust has been removed. Cost for additional pressure washing of these areas shall be paid for under Bid Item 28.

1.8 PAINTING PRACTICES

Good painting practices are expected and will be required. Spray guns must be equipped with the recommended size tip for the paint product being used and be held perpendicular (90 degrees) to and at the proper distance from the receiving surface. Staging must be adequate to provide access to all areas being painted. Violation of these requirements causing excessive paint waste will be justification for the engineer to order the contractor to cease all work on the project until corrective action has been taken.

1.9 CAULKING

Contractor shall caulk any seams, joints or cracks as directed by the engineer when specified on the State Contract Purchase Order (SCO). Caulking, as directed, shall be pressed into the seams between the adjoining surfaces, by wetted finger or specialty tool, to insure bond and provide a smooth uniform surface. The caulk shall be applied after prime coat application when the primer has thoroughly dried prior to the application of the subsequent coat. Caulk material shall be by written recommendation of the paint manufacturer and approved by the engineer.

2.2.1 Field painting shall be in accordance with sub-section 688.3.3 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, Adopted 2000, as amended by the current Supplemental Specifications at the time of bid opening.

2.2.2 The Contractor shall provide a containment/disposal control plan for each SCO awarded in accordance with M.P. 688.03.20. The specific pollution control system which is proposed for the complete capture, containment, collection, and disposal of the waste material generated by cleaning operations shall be included in the plan.

Containment and Disposal shall be in accordance with sub-section 688.3.3.6 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, adopted 2000, and as amended by the current Supplemental Specifications at time of bid opening, except as follows:

2.2.2.1 Containment for Power Tool Cleaning and Commercial Grade Power Tool Cleaning shall be Class 3P. Containment for Hand Tool Cleaning and/or Vacuum Shrouded Power Tool Cleaning, shall consist of ground covers or free-hanging tarpaulins. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

In addition, during painting operations the Contractor shall protect the environment (water, soil & vegetation), private property, pedestrian, vehicular, and other traffic on or underneath the structure from dripping, and/or drifting paint by use of bottom and side tarpaulins or other suitable means.

2.2.2.2 Assessment Method for emissions shall be Method A, Level 2, as per Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

2.2.2.3 The DOH will provide the contractor with the EPA number of the DOH facility where the "Waste material from cleaning operations" shall be stored.

"Waste material from cleaning operations" (excluding bridge deck, parapets & expansion joints) shall be collected and transported daily to the designated DOH facility in quantities not to exceed 220 total pounds. Waste material shall be stored in proper containers and labeled while in storage at the DOH facility. Waste material shall be disposed of as hazardous waste by the contractor within 60 days from the date waste material was first stored at the DOH facility.

A copy of the land fill disposal receipt shall be given to the Engineer before final payment (up to 50 percent of SCO amount) will be made to the contractor.

3. METHODS OF MEASUREMENT AND BASIS OF PAYMENT

The pay quantity for cleaning by dry methods of the bridge deck, parapets and expansion joints as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for cleaning by dry methods of the abutment seats, pier caps, diaphragms and flanges as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for CHLOR*TEST as specified in paragraph 1.7.3 above, shall be per each test as directed by the Engineer.

The pay quantity for the soluble salt remover as specified in paragraph 1.7.3 above, shall be the total square feet of surface area cleaned.

When Devprep 88 is specified on the SCO, the contractor shall remove the Devprep 88 in conjunction with the pressure washing specified in paragraph 1.7.5 thus eliminating the washing specified in the manufacturer's product data sheet.

The pay quantity for worker protection items such as hand and face washing facilities, change areas, protective clothing and respirators per the requirements of 29 CFR 1926.62, shall be lump sum. Bid Item 38.

The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Pressure Washing including full compensation for pressure washing as specified in paragraph 1.7.5 above, shall be the total square feet of surface area cleaned.

The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Hot Water Washing including full compensation for hot water washing as specified in paragraph 1.7.6 above, shall be the total square feet of surface area cleaned.

The pay quantity for areas of rust specified in paragraph 1.7.9 above that require an addition pressure washing with the soluble salt remover, shall be the total square feet of surface area cleaned. Bid Item 28.

The pay quantity for each paint product shall be based on the total square feet of surface area coated by the product applied as specified in paragraph 1.4 above.

The pay quantity for caulk shall be the total lineal feet of seams, joints or cracks caulked, measured in place prior to the application of the subsequent coat of paint.

5. CONTRACT AWARD

A contract will be awarded to all qualified vendors who submit a valid bid.

In the event a Contractor fails to conform to the requirements of this contract document, the State Contract Purchase Order (SCO) or the Governing Specifications, the SCO may be cancelled and re-awarded to the next low bidder.

The State of West Virginia reserves the right to make multiple awards of this contract when it is in the best interest of the State.

6. DETERMINATION OF LOW BID

A bridge or pair of bridges may be designated as a project.

State Contract Purchase Orders (SCO's) for Maintenance Painting projects will be based on the lowest overall total cost of the combination of Items 1 through 39 required for the completion of the project.

A State Contract Purchase Order (SCO) will be issued to the vendor with the lowest total cost for a project.

7. PERFORMANCE

The vendor shall mobilize and begin operations within fifteen (15) days of receipt of the State Contract Purchase Order (SCO) for a project or at such time thereafter as specified in the SCO. All work shall be completed within thirty (30) calendar days after the starting date, except as approved by the engineer.

8. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy and contain the following:

- A. This Division of Highways Purchase Order Contract number and State Contract Purchase Order (SCO) number.
- B. Total quantity and unit price with the total cost of each item of work completed on the SCO.

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-3-8-9-10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
Termarust - Calcium Sulfonate System*			
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ <u>0.71</u> per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ <u>1.77</u> per SF
DeVoe - Pre Prime System*			
3.	Devprep 88 Cleaner	Par. 3.0 (Note 3 & 4)	\$ <u>1.04</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>0.30</u> per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>0.54</u> per SF
Wasser Micaceous Iron Oxide System:*			
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>0.21</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>0.26</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>0.74</u> per SF
9.	MC FerroxA Top Coat	None (Note 3 & 4)	\$ <u>0.35</u> per SF
Mathis Coatings Noxyde System*			
10.	Noxyde Primer	None (Note 3 & 4)	\$ <u>1.77</u> per SF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ <u>0.95</u> per SF
Coatings Furnished by the Division of Highways:*			
12.	Selected Coating (Note 1 & 4) Single Component	Par. 3.0	\$ <u>0.33</u> per SF
13.	Selected Coating (Note 2 & 4) Multi-Component	Par. 3.0	\$ <u>0.40</u> per SF
Hand Application			
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ <u>1.21</u> per SF

*Price is for all types of application unless specified by the Engineer i.e., spray, hand, other.

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-3-8-9-10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULKING:			
15.	Caulking	Par. 1.9	\$ <u>5.99</u> per LF
CLEANING:			
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ <u>0.59</u> per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>1.52</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.59</u> per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>1.28</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>2.72</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.01</u> per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>0.99</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>1.54</u> per SF
24.	Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-3) Para. 1.7.6	\$ <u>1.42</u> per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-15) Para. 1.7.6	\$ <u>2.84</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-3-8-4-16
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
26.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 5000 - 10000 SF	(SSPC-SP-2)	\$ <u>1.29</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 Greater than 10000 SF	(SSPC-SP-2)	\$ <u>1.09</u> per SF
28.	Pressure Washing	Para. 1.7.5, Para. 3 & Para. 1.7.9	\$ <u>0.51</u> per SF
TESTING AND SOLUBLE SALT REMOVER:			
29.	CHLOR*TEST	Para. 1.7.3	\$ <u>88.41</u> Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ <u>0.26</u> per SF
MAINTAINING TRAFFIC:			
31.	Traffic Control Devices	636	\$ <u>2.31</u> per Unit
32.	Electric Arrow	636	\$ <u>45.25</u> per Day
33.	Temporary Traffic Signal	636	\$ <u>11,200.⁰⁰</u> Lump Sum
34.	Flagger	636	\$ <u>58.75</u> per Hour
35.	Warning Lights	636	\$ <u>4.33</u> per Day
36.	Traffic Director	636	\$ <u>56.80</u> per Hour
MOBILIZATION:			
37.	Mobilization per SCO		\$ <u>2,425.⁰⁰</u> Each
WORKER PROTECTION:			
38.	Worker Lead (Toxic Metal) Protection	Para. 2.3 & Para. 3	\$ <u>10.⁰⁰</u> Lump Sum
DISPOSAL HAZARDOUS WASTE:			
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	\$ <u>565.⁰⁰</u> Per Drum

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 2-4-S-6-7
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
Termarust - Calcium Sulfonate System*			
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ <u>0.74</u> per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ <u>1.71</u> per SF
DeVoe - Pre Prime System*			
3.	Devprep 88 Cleaner	Par. 3.0 (Note 3 & 4)	\$ <u>1.11</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>0.36</u> per SF
5.	Devthane 369 Urethane	None (Note 3 & 4)	\$ <u>0.56</u> per SF
Wasser Micaceous Iron Oxide System:*			
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>0.25</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>0.27</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>0.48</u> per SF
9.	MC Ferroxi-A Top Coat	None (Note 3 & 4)	\$ <u>0.38</u> per SF
Mathis Coatings Noxyde System*			
10.	Noxyde Primer	None (Note 3 & 4)	\$ <u>2.03</u> per SF
11.	Pegacryl Top Coat	None (Note 3 & 4)	\$ <u>1.02</u> per SF
Coatings Furnished by the Division of Highways:*			
12.	Selected Coating (Note 1 & 4) Single Component	Par. 3.0	\$ <u>0.40</u> per SF
13.	Selected Coating (Note 2 & 4) Multi-Component	Par. 3.0	\$ <u>0.47</u> per SF
Hand Application			
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ <u>1.31</u> per SF

*Price is for all types of application unless specified by the Engineer
 i.e., spray, hand, other.

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 2-4-5-6-7
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULKING:			
15.	Caulking	Par. 1.9	\$ <u>6.22</u> per LF
CLEANING:			
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ <u>0.63</u> per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>1.57</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.70</u> per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>1.33</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>2.77</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.18</u> per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>1.03</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>2.47</u> per SF
24.	Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-3) Para. 1.7.6	\$ <u>1.50</u> per SF
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-15) Para. 1.7.6	\$ <u>3.11</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 2-4-5-6-7
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
26.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 5000 - 10000 SF	(SSPC-SP-2)	\$ <u>1,35</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 Greater than 10000 SF	(SSPC-SP-2)	\$ <u>1,16</u> per SF
28.	Pressure Washing	Para. 1.7.5, Para. 3 & Para. 1.7.9	\$ <u>0.58</u> per SF
TESTING AND SOLUBLE SALT REMOVER:			
29.	CHLOR*TEST	Para. 1.7.3	\$ <u>90.⁰⁰</u> Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ <u>0,31</u> per SF
MAINTAINING TRAFFIC:			
31.	Traffic Control Devices	636	\$ <u>2,54</u> per Unit
32.	Electric Arrow	636	\$ <u>54,57</u> per Day
33.	Temporary Traffic Signal	636	\$ <u>11,850.⁰⁰</u> Lump Sum
34.	Flagger	636	\$ <u>62,81</u> per Hour
35.	Warning Lights	636	\$ <u>5,05</u> per Day
36.	Traffic Director	636	\$ <u>68,21</u> per Hour
MOBILIZATION:			
37.	Mobilization per SCO		\$ <u>3000.⁰⁰</u> Each
WORKER PROTECTION:			
38.	Worker Lead (Toxic Metal) Protection	Para. 2.3 & Para. 3	\$ <u>12.⁰⁰</u> Lump Sum
DISPOSAL HAZARDOUS WASTE:			
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	\$ <u>775.⁰⁰</u> Per Drum



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
669C0027

PAGE
1

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

VENDOR

*722114730 304-755-9435
 BEAM INC
 100 HARRIS DRIVE
 ROCK BRANCH INDUSTRIAL PARK
 POCA WV 25159

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/17/2009				

BID OPENING DATE: **02/25/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADD: CONTRACTORS LICENSE EXHIBIT ATTACHED.						
BID OPENING DATE AND TIME REMAINS 02/25/09 @ 1:30 P.M.						
NO OTHER CHANGES.						
0001	1	EA		968-61		
MAINTENANCE PAINTING OF VARIOUS BRIDGES						
***** THIS IS THE END OF RFQ 669C0027 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Joe Beam</i>	TELEPHONE: 304-755-9435	DATE: 2/24/09
TITLE: <i>President</i>	FEIN: 53 071 1804	ADDRESS CHANGES TO BE NOTED ABOVE

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

CONTRACTORS LICENSE

West Virginia State Code §21-11-2 requires that all persons desiring to perform contracting work in this state must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractors license. Applications for a contractors license may be made by contacting the West Virginia Division of Labor, Capitol Complex, Building 3, Room 319, Charleston, WV. 25305, Telephone (304) 348-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractors license number on their bid.

Bidder to complete:

Contractors Name Beam Inc
Contractors License No. WV 0022117

The successful bidder will be required to furnish a copy of their contractors license prior to issuance of a purchase order/contract.

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
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,
Bidder is a partnership, association or corporation resident vendor and 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 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,
Bidder is a 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; or,

2. Application is made for 2.5% resident vendor 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,

3. Application is made for 2.5% resident vendor preference for the reason checked:
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 Bidder's 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; or,

4. Application is made for 5% resident vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 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.

Bidder: Beam Inc Signed: Joe Beam
Date: 2/25/09 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: Beam Inc
Authorized Signature: Joe Beam Date: 2/25/09