



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 |
| 07100495   |

|      |
|------|
| PAGE |
| 1    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN<br>304-558-2402         |

VENDOR  
\*709035407 304-522-8218  
HUNTINGTON STEEL & SUPPLY COMP  
PO BOX 1178

HUNTINGTON WV 25714

SHIP TO  
DIVISION OF HIGHWAYS  
DISTRICT SEVEN  
STORAGE YARD  
1205 US HWY 19 SOUTH  
WESTON, WV  
26452 304-269-0475

| DATE PRINTED | TERMS OF SALE | SHIP VIA  | F.O.B.    | FREIGHT TERMS |
|--------------|---------------|-----------|-----------|---------------|
| 03/19/2010   | Net 30 Days   | Our Truck | Delivered | PPD           |

BID OPENING DATE:

03/31/2010

BID OPENING TIME

01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT     |
|---|----------|-----|---------|-------------|------------|------------|
| 0001  | 1        | LB  |         | 570-84      | 1.13 / #   | \$61,141.- |
| STRUCTURAL STEEL  |          |     |         |             |            |            |
| TO PROVIDE STRUCTURAL STEEL FOR MOODY LANE W-BEAM BRIDGE PROJECT# S321-902-0.02 FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATION AND DRAWINGS. |          |     |         |             |            |            |
| EXHIBIT 10  |          |     |         |             |            |            |
| REQUISITION NO.: .....  |          |     |         |             |            |            |
| ADDENDUM ACKNOWLEDGEMENT  |          |     |         |             |            |            |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.                |          |     |         |             |            |            |
| ADDENDUM NO.'S:   |          |     |         |             |            |            |
| NO. 1 .....   |          |     |         |             |            |            |
| 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.   |          |     |         |             |            |            |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                            |                           |                                   |
|----------------------------|---------------------------|-----------------------------------|
| SIGNATURE<br>D. Sever Bobo | TELEPHONE<br>304-522-8218 | DATE<br>3/31/10                   |
| TITLE<br>SALES MANAGER     | FEIN<br>550328678         | ADDRESS CHANGES TO BE NOTED ABOVE |

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

RECEIVED  
2010 APR -7 PM 12:33  
WV PURCHASING DIVISION  
ST Office Box 1178 HUN

## 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

07100495

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

MICHAEL AUSTIN  
304-558-2402

\*709035407 304-522-8218  
HUNTINGTON STEEL & SUPPLY COMP  
PO BOX 1178  
HUNTINGTON WV 25714

DIVISION OF HIGHWAYS  
DISTRICT SEVEN  
STORAGE YARD  
1205 US HWY 19 SOUTH  
WESTON, WV  
26452  
304-269-0475

| DATE PRINTED  | TERMS OF SALE | SHIP VIA                 | F.O.B. | FREIGHT TERMS                     |            |        |
|---|---------------|--------------------------|--------|-----------------------------------|------------|--------|
| 03/19/2010  |               |                          |        |                                   |            |        |
| BID OPENING DATE: 03/31/2010  |               | BID OPENING TIME 01:30PM |        |                                   |            |        |
| LINE  | QUANTITY      | UOP                      | CAT NO | ITEM NUMBER                       | UNIT PRICE | AMOUNT |
| THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:<br>SEALED BID<br><br>BUYER: 33<br>RFQ. NO.: 07100495<br>BID OPENING DATE: 03/31/2010<br>BID OPENING TIME: 1:30 PM<br><br>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br>TO CONTACT YOU REGARDING YOUR BID:<br>----- 304-525-4282 -----<br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>----- D. Steven Bobo -----<br><br>***** THIS IS THE END OF RFQ 07100495 ***** TOTAL: \$61,141. <sup>00</sup> |               |                          |        |                                   |            |        |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS   |               |                          |        |                                   |            |        |
| SIGNATURE <i>D. Steven Bobo</i>   |               | TELEPHONE 304-522-8218   |        | DATE 3/31/10                      |            |        |
| TITLE SALES MANAGER   |               | FEIN 550328678           |        | ADDRESS CHANGES TO BE NOTED ABOVE |            |        |

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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304-558-2402

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HUNTINGTON STEEL & SUPPLY COMP  
PO BOX 1178

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DIVISION OF HIGHWAYS  
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1205 US HWY 19 SOUTH  
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26452 304-269-0475

| DATE PRINTED   | TERMS OF SALE | SHIP VIA                 | F.O.B. | FREIGHT TERMS                     |            |        |
|--|---------------|--------------------------|--------|-----------------------------------|------------|--------|
| 03/19/2010   |               |                          |        |                                   |            |        |
| BID OPENING DATE: 03/31/2010   |               | BID OPENING TIME 01:30PM |        |                                   |            |        |
| LINE   | QUANTITY      | UOP                      | CAT NO | ITEM NUMBER                       | UNIT PRICE | AMOUNT |
| <p>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.</p> <p><i>D. Steven Bobo</i><br/>.....<br/>SIGNATURE<br/><i>Huntington Steel &amp; Supply Co.</i><br/>.....<br/>COMPANY<br/><i>3/31/10</i><br/>.....<br/>DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>PURCHASING DIVISION<br/>BUILDING 15<br/>2019 WASHINGTON STREET, EAST<br/>CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p> |               |                          |        |                                   |            |        |
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS  |               |                          |        |                                   |            |        |
| SIGNATURE <i>D. Steven Bobo</i>  |               | TELEPHONE 304-522-8218   |        | DATE 3/31/10                      |            |        |
| TITLE Sales Manager  |               | FEIN 550328678           |        | ADDRESS CHANGES TO BE NOTED ABOVE |            |        |

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| Item No.     | Quantity | Description  | Unit Price      | Amount                   |
|--------------|----------|--|-----------------|--------------------------|
| 1            | 26,400   | lb. W Shape Structural Steel AASHTO M270 Grade 50.<br>5 pieces W-14 X 120, 44 ft. long.  | <u>1.0531/#</u> | <u>\$27,801.-</u>        |
| 2            | 10,400   | lb. W Shape Structural Steel AASHTO M270 Grade 50,<br>8 pieces W-12 X 65, 20 ft. long.   | <u>1.3881/#</u> | <u>\$14,436.-</u>        |
| 3            | 3,380    | lb. W Shape Structural Steel AASHTO M270 Grade 50,<br>2 pieces HP-12 X 65, 26 ft. long   | <u>1.1994/#</u> | <u>\$4,054.-</u>         |
| 4            | 863      | lb. C Shape Structural Steel AASHTO M270 Grade 50,<br>20 pieces C-8 X 13.75, 3' 1 5/8" long.   | <u>3.2657/#</u> | <u>\$2,815.-</u>         |
| 5            | 149      | lb. Structural Steel Plate AASHTO M270 Grade 50,<br>40 pieces 3/8" X 3 1/2" X 10"  | <u>11.87/#</u>  | <u>\$1,768.-</u>         |
| 6            | 6,370    | lb. Structural Steel Plate AASHTO M270 Grade 50,<br>2 pieces 3/4" X 4' X 26'   | <u>1.19/#</u>   | <u>\$7,576.-</u>         |
| 7            | 140      | l.f. Bridge and approach guardrail and attachment assemblies<br>Specifications provided by Midwest Roadside Safety Facility<br>Sheets 8-21 of 21 | <u>1.29/#</u>   | <u>2643.-</u>            |
| 8            | 30 ✓     | ea. Exterior High Strength Bolt w/ nut and washer<br>3/4" x 2 1/4"   | <u>.70/ea</u>   | <u>\$21.-</u>            |
| 9            | 45 ✓     | ea. Interior High Strength Bolt w/ nut and washer<br>3/4" x 2 1/2"   | <u>.60/ea</u>   | <u>\$27.-</u>            |
| <b>TOTAL</b> |          |  |                 | <u>\$61,141.-</u><br>PSB |

Note: All Stringers, Abutment Caps, Backwall Plates, and Guardrail Assemblies for Moody Lane W-Bridge Project # S321-902-0.02 are to be fabricated in accordance with attached plans. After fabrication, all steel shall be galvanized according to WVDOH specification, Jan 2003, section 689. All cutting, drilling, welding and galvanizing shown on the plans shall be included in this price. Foreign steel will not be accepted. All lab reports must accompany the shipping ticket.

DELIVERY MUST BE MADE WITHIN 30 WORKING DAYS OF AWARDING  
OF CONTRACT

LIQUIDATED DAMAGES OF \$20 PER DAY EXCEEDING THE 30th DAY

Any question please contact Michael Austin @ 304-558-2402.



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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN<br>304-558-2402         |

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|              |               |           |           |               |
|--------------|---------------|-----------|-----------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA  | F.O.B.    | FREIGHT TERMS |
| 03/31/2010   | NET 30 DAYS   | Our Truck | Delivered | PPD           |

BID OPENING DATE:

04/07/2010

BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT      |
|--|----------|-----|----------|-------------|------------|-------------|
| ADDENDUM NO. 1                                     |          |     |          |             |            |             |
| ADD THE ATTACHED:                                  |          |     |          |             |            |             |
| PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS.     |          |     |          |             |            |             |
| BID OPENING DATE AND TIME CHANGED                  |          |     |          |             |            |             |
| FROM: 03/31/10 @1:30 P.M.                          |          |     |          |             |            |             |
| TO: 04/07/10 @1:30 P.M.                            |          |     |          |             |            |             |
| NO OTHER CHANGES                                   |          |     |          |             |            |             |
| 0001   | 1        | LB  |          | 570-84      | 10.13/#    | \$61,141.50 |
| STRUCTURAL STEEL                                   |          |     |          |             |            |             |
| ***** THIS IS THE END OF RFQ 07100495 ***** TOTAL: |          |     |          |             |            | \$61,141.50 |
| RECEIVED   |          |     |          |             |            |             |
| APR 1 2010   |          |     |          |             |            |             |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                 |              |                                   |
|-----------------|--------------|-----------------------------------|
| SIGNATURE       | TELEPHONE    | DATE                              |
| D. Steven Baker | 304-522-8218 | 4/5/10                            |
| TITLE           | FEIN         | ADDRESS CHANGES TO BE NOTED ABOVE |
| SALES MANAGER   | 550328678    |                                   |

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

## ADDENDUM NO. 1

## PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,
  - A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.
  - B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.
  - C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.
2. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:
  - A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,
  - B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.
3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.