



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  
**6611C031**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

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SWANK ASSOCIATED COMPANIES, INC  
 632 HUNT VALLEY ROAD  
 NEW KENSINGTON, PA 15068

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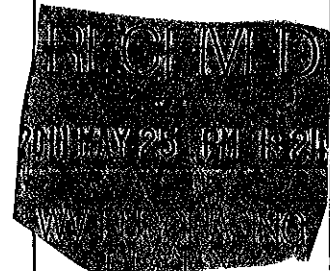
**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

*scanned 05-25-11*

|                                   |               |          |     |               |
|-----------------------------------|---------------|----------|-----|---------------|
| DATE PRINTED<br><b>05/05/2011</b> | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|-----------------------------------|---------------|----------|-----|---------------|

BID OPENING DATE: **05/25/2011** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | QAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <b>BRIDGE EXPANSION AND DECK CONSTRUCTION JOINT</b><br><br><b>REQUEST FOR QUOTATION (RFQ)<br/>           OPEN END CONTRACT</b><br><br><b>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT TO PROVIDE AND INSTALL SEALED BRIDGE EXPANSION AND DECK CONSTRUCTION JOINTS PER THE ATTACHED SPECIFICATIONS.</b><br><br><b>EXHIBIT 10</b><br><br><b>REQUISITION NO.: .6611C031.....</b><br><br><b>ADDENDUM ACKNOWLEDGEMENT</b><br><br><b>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</b><br><br><b>ADDENDUM NO.'S:</b><br><b>NO. 1 .....</b><br><b>NO. 2 .....</b> |          |     |        |             |            |        |



|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                           |                                   |  |
| SIGNATURE<br><i>George T. Fischer</i>     | TELEPHONE<br>724-335-6000 | DATE<br>May 24, 2011              |  |
| TITLE<br>C.O.O.                           | FEIN<br>25-1370389        | 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. 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  
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PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**BUYER 33  
 304-558-2402**

RFQ COPY

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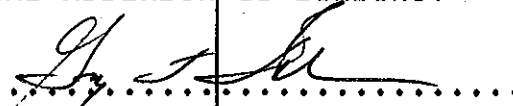
SWANK ASSOCIATED COMPANIES, INC  
 632 HUNT VALLEY ROAD  
 NEW KENSINGTON, PA 15068


SHIP TO

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 05/05/2011   |               |          |     |               |

BID OPENING DATE: **05/25/2011** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY    | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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|  | NO. 3 ..... |     |        |             |            |        |
|  | NO. 4 ..... |     |        |             |            |        |
|  | NO. 5 ..... |     |        |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <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 style="text-align: center;"> <br/>           .....<br/> <b>SIGNATURE</b><br/>           GEORGE T. FISCHER<br/>           . SWANK ASSOCIATED CO., INC., .....<br/> <b>COMPANY</b><br/> <br/>           ... MAY 24, 2011 .....<br/> <b>DATE</b> </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE</p> |             |     |        |             |            |        |

|   |                           |                                   |  |
|---|---------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS   |                           |                                   |  |
| SIGNATURE<br> | TELEPHONE<br>724-335-6000 | DATE<br>May 24, 2011              |  |
| TITLE<br>P.O.O.   | FEIN<br>25-1370389        | ADDRESS CHANGES TO BE NOTED ABOVE |  |

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



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**3**

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SWANK ASSOCIATED COMPANIES, INC.  
 632 HUNT VALLEY ROAD  
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**DIVISION OF HIGHWAYS  
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|  |          |     |        |             |            |        |
| <p>UPON AWARD 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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) SUCCESSIVE 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 WITH 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 CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* GEORGE T. FISCHER TELEPHONE: 724-335-6000 DATE: May 24, 2011

TITLE: C.O.O. FEIN: 25-1370389 ADDRESS CHANGES TO BE NOTED ABOVE

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



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**4**

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SWANK ASSOCIATED COMPANIES, INC  
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DIVISION OF HIGHWAYS  
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| <p>VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</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> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **724-335-6000** DATE **MAY 24, 2011**  
 TITLE **C.O.O.** FEIN **25-1370389** ADDRESS CHANGES TO BE NOTED ABOVE

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SHIP TO

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| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| <p>PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p>BUYER: 33    SHERI SLONE - FILE 33</p> <p>RFQ. NO.:    6611C031</p> <p>BID OPENING DATE:                                05/25/2011</p> <p>BID OPENING TIME:                                1:30 PM</p> |          |     |        |             |            |        |

|   |                   |                        |
|---|-------------------|------------------------|
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| SIGNATURE<br>                             | GEORGE T. FISCHER | TELEPHONE 724-335-6000 |
| TITLE C.O.O.                              | FEIN 25-1370389   | DATE MAY 24, 2011      |
| <b>ADDRESS CHANGES TO BE NOTED ABOVE</b>  |                   |                        |

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 6611C031

**PAGE**  
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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY<br>TO CONTACT YOU REGARDING YOUR BID:<br>724-835-3884<br>-----<br>CONTACT PERSON (PLEASE PRINT CLEARLY):<br>MICHAEL GOLEMBIEWSKI<br>-----<br><br>***** THIS IS THE END OF RFQ 6611C031 ***** TOTAL: _____ |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                              |                   |                                   |                   |
|------------------------------|-------------------|-----------------------------------|-------------------|
| SIGNATURE <i>[Signature]</i> | GEORGE T. FISCHER | TELEPHONE 335-6000                | DATE MAY 24, 2011 |
| TITLE C.O.O.                 | FEIN 25-1370389   | ADDRESS CHANGES TO BE NOTED ABOVE |                   |

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

## 1. SPECIFICATIONS

The following sections of the West Virginia Department of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the current Supplemental Specifications at 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 specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Highways' Standard Specifications Roads and Bridges adopted 2010 and the current Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways  
 Engineering Division, Technical Section  
 1900 Kanawha Blvd., East, Bldg. 5, Rm. A650  
 Charleston, West Virginia 25305

### 1.1 Test

On structures where paint will be removed in the joint area and/or paint chips are present on the abutment seats and/or pier caps below a joint to be repaired the District shall obtain a sample of the total paint System and have it tested for copper, magnesium, manganese and the eight (8) Resource Conservation and Recovery Act (RCRA) metals (total). Results of the test for the heavy metals shall be listed on the Release Order (RO).

If no paint is removed during cleaning operations and there are no paint chips on abutment seats and/or pier caps then the Release Order (RO) will state material is non-hazardous.

### 1.2 X.J.S EXPANSION JOINT SYSTEM (or Equal)

1.1.1 Two Component Silicone Sealant: Dow Corning® 902 RCS Joint Sealant by DOW Corning Corporation.

1.1.2 Polymer Nosing System: Silspec® 900 Polymer Nosing System by SSI Construction & Industrial Material.

1.1.3 Polymer Nosing System: Silspec® 1000 cold weather Polymer Nosing System by SSI Construction and Industrial Material.



**1.1.4 Primer for Carbon and Weathering Steel: Carboguard 635 – Crossed-linked Epoxy Polymeric Amine Primer by Carboline Compny.**

**1.1.5 Primer for Silspec® 900Nosing and Concrete: Dow Corning® 1200 OS Primer by DOW Corning Corporation.**

**1.1.6 Closed-Cell Backer Rod: Sof® Rod by Nomanco Inc.**

**1.3 DRY-CLEAN**

This will consist of cleaning by dry methods all loose dirt and debris, as directed by the Engineer, from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints. 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 paragraphs 2.2 and 2.3, except the pre-construction dirt and debris from the bridge deck, parapets and expansion joints collected shall be redistributed by the contractor along the roadway shoulder as directed by the Engineer.

**1.4 MOBILIZATION**

The work shall consist of the performance of preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of any facilities necessary to begin work. The contractor shall mobilize and begin work no later than 15 calendar days after starting date specified in the Release Order (RO). At the end of the first day of work on any Release Order (RO), the contractor shall be entitled to payment for mobilization.

**1.5 MAINTAINING TRAFFIC**

Traffic shall be maintained in accordance with Section 636 of the West Virginia Department of Highways Standard Specifications Roads and Bridges, adopted 2010, as modified by the current Supplemental Specifications at time of bid opening.

**2. PROJECT CLEAN UP**

**2.1** After installation of joint seal(s) and before the project is accepted as complete, all abutment seats, pier caps, concrete slope protection, etc., shall be cleaned(as directed by the Engineer)by dry methods (Para. 1.3) of all fugitive material and debris associated with performance of the contract. All fugitive material and debris must be removed and properly disposed of by the vendor. Disposal shall be as specified in paragraph 2.2 or paragraph 2.3. The project site must be left in a neat and clean condition meeting the approval of the engineer.

- 2.2 **Disposal Non-Hazardous:** If the Release Order (RO) states material is non-hazardous then the "Waste material from cleaning operations" shall be collected, properly containerized, labeled and disposed of as non-hazardous waste by the contractor. Non-hazardous waste material shall be disposed of in accordance with local state and federal regulations. A copy of the land fill disposal receipt shall be given to the Engineer.
- 2.3 **Disposal Hazardous:** "Waste material from cleaning operations" not identified on the Release Order (RO) as non-hazardous shall be collected, properly containerized, labeled and disposed of as hazardous waste by the contractor.

A copy of the land fill disposal receipt shall be given to the Engineer.

### 3. ENVIRONMENTAL PROTECTION

- 3.1 The Contractor shall provide a containment/disposal control plan for each Release Order (RO) 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.
- 3.2 The installation of joints on existing bridges under this contract may include bridges that have an existing coating on the joints containing toxic metals. The test results on the Release Order (RO) will notify the Contractor if toxic metals are present on the expansion joints.

The Contractor shall protect the ends of girders, stringers, diaphragms etc., about the expansion joint during cleaning operations. Any damage to the ends of girders, stringers, diaphragms etc., found by the Engineer, as a result of the cleaning operation shall be repaired, to the satisfaction of the Engineer, at the Contractor's expense. If the Contractor fails to protect the ends of said bridge components and coating is removed and the Release Order (RO) stated material is non-hazardous, then the Contractor shall test waste material for the 8 RCRA metals specified in paragraph 1.1, if the test for heavy metals is positive, then the Contractor shall dispose of the waste material as hazardous waste. The cost for testing and additional cost for hazardous waste disposal shall be at the Contractor's expense.

Environmental protection, in accordance with Subsection 688.4.2.3 & 688.5 of the West Virginia Division of Highways Standard Specification Roads and Bridges adopted 2010, as modified by the current Supplemental Specifications at time of bid opening, except as follows:

3.3 Containment for all sand blasting operations shall be Class 4A (except no overhead encapsulation is required above deck level). Containment for all other operations not requiring sand blasting shall consist of ground covers and/or free-hanging tarpaulins. During all operations the Contractor shall protect the environment (water, soil, & vegetation), private property, pedestrian, vehicular, and other traffic on, underneath and adjacent the structure from fugitive material. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at the time of bid opening.

4. **WAGE RATES**

The Contractor or subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Various Counties pursuant to West Virginia Code 21-5A et seq.

The West Virginia Division of Labor Wage Rates may be obtained from the following web site: [www.state.wv.us/csr/](http://www.state.wv.us/csr/), the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Engineering Division, Technical Section or from the West Virginia Division of Labor at the following address:

West Virginia Division of Labor  
 Building 6, Room 749-B  
 1900 Kanawha Boulevard, East  
 Charleston, West Virginia 25305-0570

5. **INSURANCE REQUIREMENTS**

Prior to issuance of any Release Order (RO) contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the West Virginia Division of Highways Standard Specification Roads and Bridges, adopted 2010, as modified by the current Supplemental Specifications at the time of bid opening.

6. **BIDDING INSTRUCTIONS**

Vendor shall bid all Items on the bid schedule.

Any qualification of bid or any modification of the specifications or conditions governing the bids may be cause for rejection of bids.

Bids may be submitted for one or more Districts. When quoted prices vary between Districts separate bid schedules must be submitted clearly indicating the District for which bid prices applies. Quoted prices shall apply to all locations within the District(s) indicated on the bid schedule(s). A map outlining the ten Divisions of Highways' Districts is attached.

The quoted unit price for all bid items shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

7. **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 Release Order (RO) or the Governing Specifications, the Release Order (RO) may be cancelled and reawarded 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.

8. **DETERMINATION OF LOW BID**

A bridge or pair of bridges (opposite structures on multi-lane highways) may be designated as a project.

Release Orders (RO) for installation of sealed joints will be based on the lowest overall total cost of the combination of Items A through Y required for the completion of the project.

9. **PERFORMANCE**

The vendor shall mobilize and start work within fifteen (15) days of the date specified in the Release Order (RO) for a project. All work shall be completed within thirty (30) calendar days after the starting date, except as approved by the engineer. The work shall be scheduled in an efficient manner in order to reduce traffic delays and prevent unnecessary traffic control expenses.

10. **DESCRIPTION OF WORK**

10.1 **Ordinary Joint Repair Preparation**

10.1.1 **Type A Joint (Sliding Plate):** Remove cover portion of sliding plate joint assembly (see Typical A).

10.1.2 **Type B Joint (Preformed Elastomeric):** Completely remove existing elastomeric seal material see Typical C).

10.1.3 **Type C Joint (Strip Seal):** Completely remove existing strip seal material (see Typical E).

10.1.4 **Type D Joint (Saw & Seal Construction Joint):** Saw, re-saw and/or clean 1" deep by 1/4" wide groove (see Typical G).

10.1.5 **Type E Joint (Silicone):** Completely remove silicone joint and backing material (see Typical J).

- 10.2 Extraordinary Joint Repair Preparation (See Typical B, D, F or H):** Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall.
- 10.3 Structural Concrete Repair of Bridge Deck and/or backwall (see Typical B, D or F):** Prepare contact surfaces and exposed reinforced steel by cleaning and sand blasting. Repair and/or replace reinforcing steel. Form, place and cure Structural concrete (Class B or Class K) in accordance with Section 601 of the referenced Division of Highways Specifications. Concrete shall be furnished by the Division of Highways.
- 10.4 Install Polymer Nosing System (see Typical A, B, D, F, or H):** Prepare all contact faces by sand blasting and priming (priming not required with Silspec® 1000). Supply, form, place and cure approved Polymer Nosing System in accordance with manufacturer's recommendations.
- 10.5 Install Silicone Joint Seal (see Typical A, B, C, D, E, F, G, H or J):** Prepare all contact faces by sand blasting and priming. Install backing material. Place and cure approved two component silicone seal in accordance with manufacturer's recommendations.
- 10.6 WVDOH Supplied Joint Material (Replaces Silicone Joint in Typical A, B, C, D, E, F, G, H or J):** Joint material supplied by WVDOH for installation by the Contractor in lieu of the silicone joint material specified in 10.5 above. Prepare all contact faces and install in accordance with manufactures recommendations.

**11. METHOD OF MEASURE**

- 11.1 Ordinary Joint Repair Preparation:** Ordinary joint repair preparation will be measured by the lineal foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually.
- 11.2 Extraordinary Joint Repair Preparation:** Extraordinary joint repair preparation will be measured by the lineal foot parallel to the centerline of the joint. Each side of the joint shall be measured and paid individually.
- 11.3 Structural Concrete Repair of Bridge Deck and/or Backwall:** Structural concrete Repair will be measured in cubic yards, completed in place, as determined by actual field dimensions taken prior to placement of the concrete. No deduction will be made for the 1 1/2" deep x 3 1/2" wide notch for the polymer nosing material.
- 11.4 Polymer Nosing System:** Installation of polymer nosing system will be measured by the pre-packaged whole unit. A whole unit equals 1728 cubic inches (one cubic foot).
- 11.5 Silicone Joint Seal:** Installation of poured in place two component silicone joint seal material will be measured by the lineal foot along the centerline of the joint.

- 11.6 Project Clean UP:** The cleaning of abutment seats, pier caps, expansion joints, concrete slope protection, etc., as directed by the Engineer, shall be the total square feet of surface area cleaned.
- 11.7 Worker Protection:** The pay quantity for worker protection items such as change areas, protective clothing, respirators etc. per the requirements of 29 CFR 1926.62, shall be lump sum.
- 11.8 Disposal of Waste Material:** The pay quantity for the disposal of hazardous and non-hazardous waste materials, including partial drums, shall be per drum.
- 11.9 Primer and Backer Rod:** The Pay quantity for primer and backer rod shall be included in the lineal foot cost of the silicone joint seal material.
- 11.10 WVDOH Supplied Joint:** Installation of the WVDOH supplied joint material will be measured by the lineal foot, (including installation cost for adhesive, primer, etc.), along centerline of the joint.

**12. BASIS OF PAYMENT**

The quantities, as determined in paragraph 11 (Methods of Measure), will be paid for at the unit price bid for Items B through O and Items V through Y listed on the Bid Schedule(s), which price and payment shall be full compensation for furnishing all materials and doing all work prescribed in paragraph 10 (Description of Work) and paragraph 2 (Project Clean Up).

**13. PAY ITEMS**

- Item A:** Mobilization
- Item B:** Ordinary Repair Preparation, Type A Joint (Sliding Plate) (see Typical A).
- Item C:** Ordinary Repair Preparation, Type B Joint (Elastomeric Seal) see Typical C).
- Item D:** Ordinary Repair Preparation, Type C Joint (Strip Seal) (see Typical E).
- Item E:** Ordinary Repair Preparation, Type D Joint (Sawed Construction Joint) (see Typical G).
- Item F:** Ordinary Repair Preparation, Type E Joint (Silicone Joint) (see Typical J).
- Item G:** Extraordinary Repair Preparation (0.25 cubic feet or less) All Joint Types. Where the combined volume of the joint assembly and the deteriorated concrete removed from a single side of the joint is 0.25 cubic feet or less per lineal foot of the repair (see Typical B, D, F or H).

- Item H:** Extraordinary Repair Preparation (greater than 0.25 cubic feet) All Joint Types. Where the combined volume of the joint assembly and deteriorated concrete removed from a single side of the Joint exceeds 0.25 cubic feet but is less than 1.0 cubic foot per lineal foot of the repair (see Typical B, D, F or H).
- Item I:** Structural Concrete Repair (see Typical B, D OR F).
- Item J:** Silspec® 900 Polymer Nosing System Installed (see Typical A, B, D, F & H).
- Item K:** Silspec® 1000 Polymer Nosing Installed (see Typical A, B, D, F, & H).
- Item L:** Silicone Joint Sealant Installed (1" or less wide)
- Item M:** Silicone Joint Sealant Installed (1-2 inches), Greater than 1" not more than 2" wide
- Item N:** Silicone Joint Sealant Installed (2-3 inches), Greater than 2" not more than 3" wide
- Item O:** Silicone Joint Sealant Installed (3-4 inches), Greater than 3" not more than 4" wide
- Item P:** WVDOH Supplied Joint Material
- Item Q:** Traffic Control Devices
- Item R:** Flagger
- Item S:** Electric Arrow
- Item T:** Temporary Traffic Signal
- Item U:** Warning Lights
- Item V:** Traffic Director
- Item W:** Worker Lead (Toxic Metal) Protection
- Item X:** Project Clean Up of Expansion Joints, Abutments & Piers
- Item Y:** Disposal of Non-Hazardous Waste Material
- Item Z:** Disposal of Hazardous Waste Material

**14. VENDOR'S INVOICES**

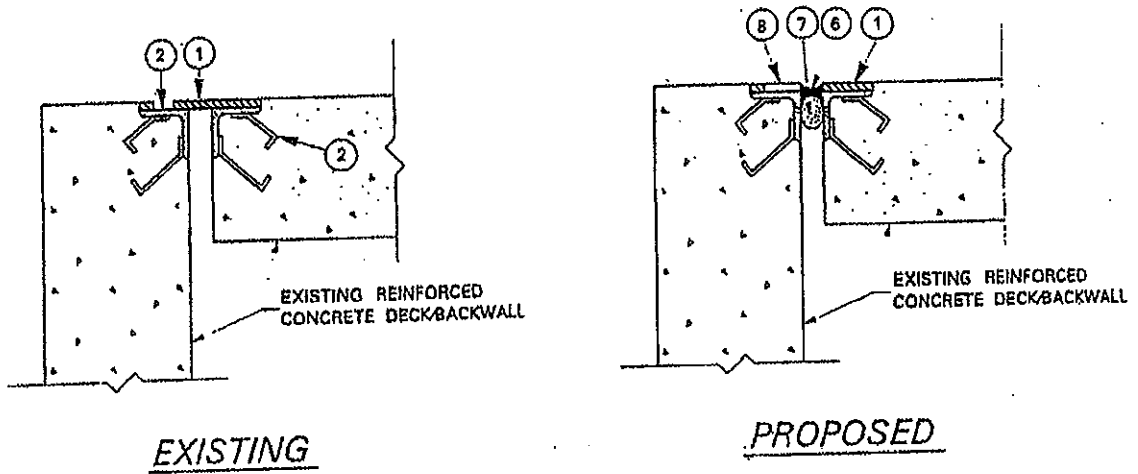
Vendor's invoices must be submitted in original and one copy and contain the following:

- 14.1 This Division of Highways Purchase Order Contract number and Release Order (RO) number.**
- 14.2 Total quantity and unit price with the total cost of each item of work completed on the RO.**

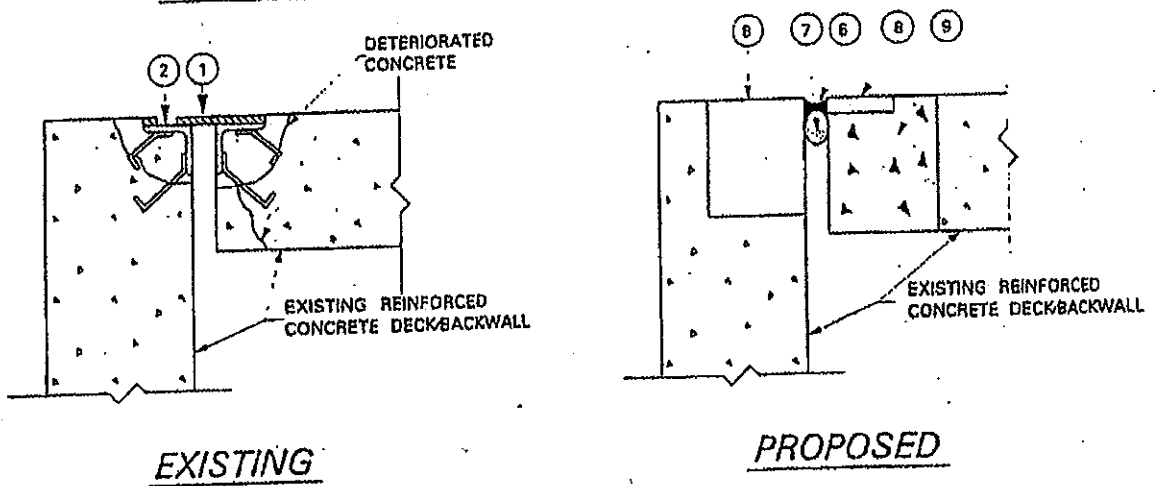


**TYPE A JOINT**  
SLIDING PLATE

ORDINARY PREPARATION (TYPICAL A)



EXTRA-ORDINARY PREPARATION (TYPICAL B)

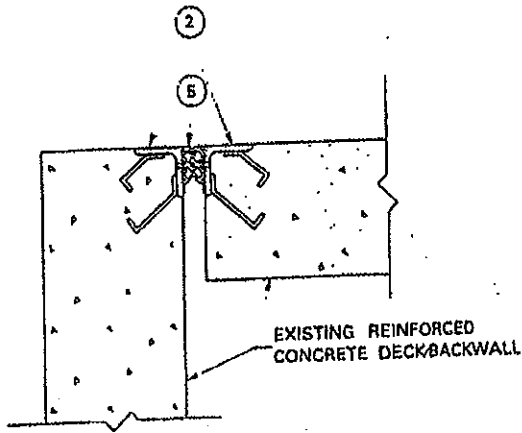


LEGEND

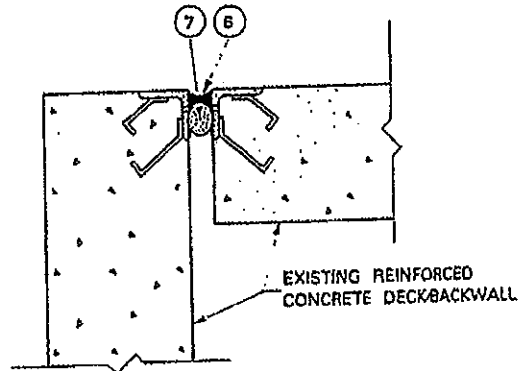
- |                         |                              |                         |
|-------------------------|------------------------------|-------------------------|
| ① EXIST. COVER PLATE    | ④ CONSTRUCTION JOINT         | ⑦ BACKING MATERIAL      |
| ② EXIST. JOINT ASSEMBLY | ⑤ PREFORMED ELASTOMERIC SEAL | ⑧ POLYMER NOSING SYSTEM |
| ③ STRIP SEAL            | ⑥ SILICONE SEAL              | ⑨ NEW CONCRETE          |

**TYPE B JOINT**  
**PREFORMED ELASTOMERIC**

ORDINARY PREPARATION (TYPICAL C)

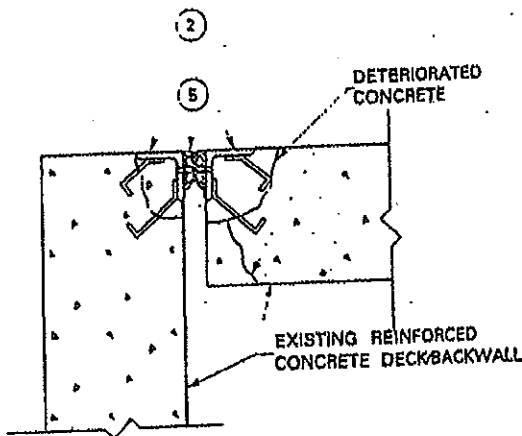


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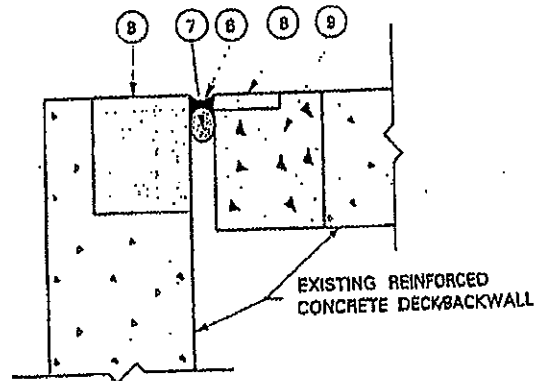


PROPOSED

EXTRA-ORDINARY PREPARATION (TYPICAL D)



EXISTING



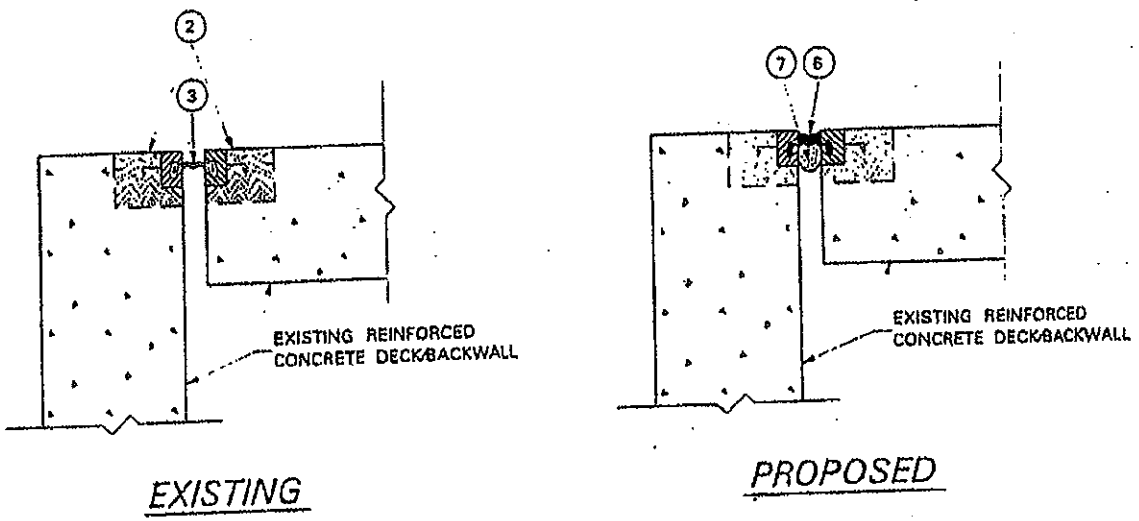
PROPOSED

LEGEND

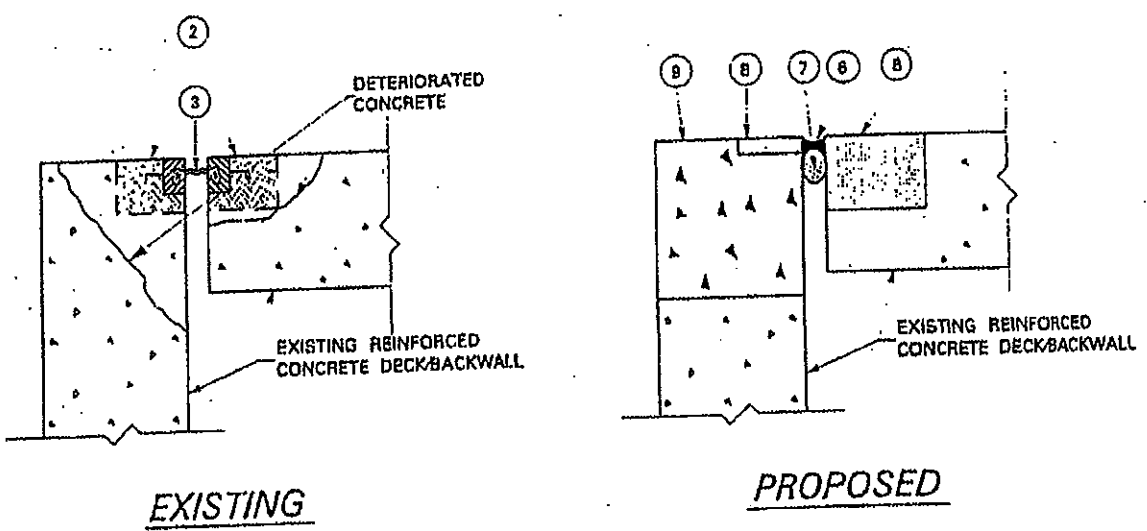
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|-------------------------|------------------------------|-------------------------|
| ① EXIST. COVER PLATE    | ④ CONSTRUCTION JOINT         | ⑦ BACKING MATERIAL      |
| ② EXIST. JOINT ASSEMBLY | ⑤ PREFORMED ELASTOMERIC SEAL | ⑧ POLYMER NOSING SYSTEM |
| ③ STRIP SEAL            | ⑥ SILICONE SEAL              | ⑨ NEW CONCRETE          |

**TYPE C JOINT**  
**STRIP SEAL**

ORDINARY PREPARATION (TYPICAL E)



EXTRA-ORDINARY PREPARATION (TYPICAL F)

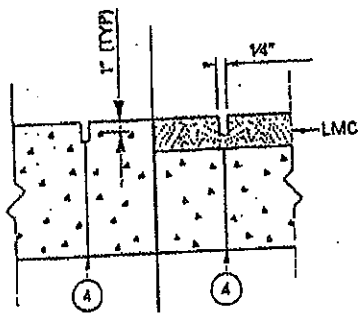


LEGEND

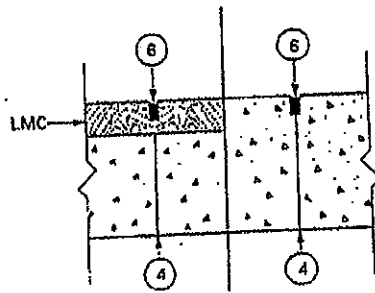
- |                         |                              |                         |
|-------------------------|------------------------------|-------------------------|
| ① EXIST. COVER PLATE    | ④ CONSTRUCTION JOINT         | ⑦ BACKING MATERIAL      |
| ② EXIST. JOINT ASSEMBLY | ⑤ PREFORMED ELASTOMERIC SEAL | ⑧ POLYMER NOSING SYSTEM |
| ③ STRIP SEAL            | ⑥ SILICONE SEAL              | ⑨ NEW CONCRETE          |

**TYPE D JOINT**  
**SAW & SEAL CONST. JT.**

ORDINARY PREPARATION (TYPICAL G)

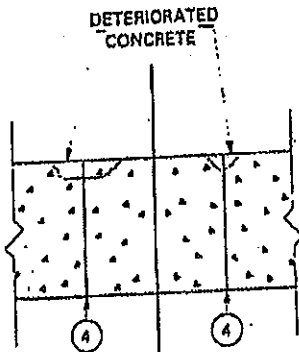


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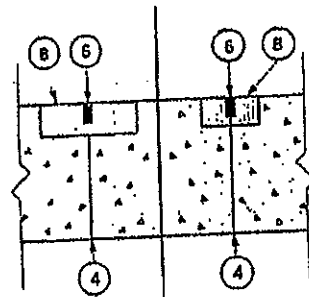


PROPOSED

EXTRA-ORDINARY PREPARATION (TYPICAL H)



EXISTING



PROPOSED

LEGEND

- ① EXIST. COVER PLATE
- ② EXIST. JOINT ASSEMBLY
- ③ STRIP SEAL

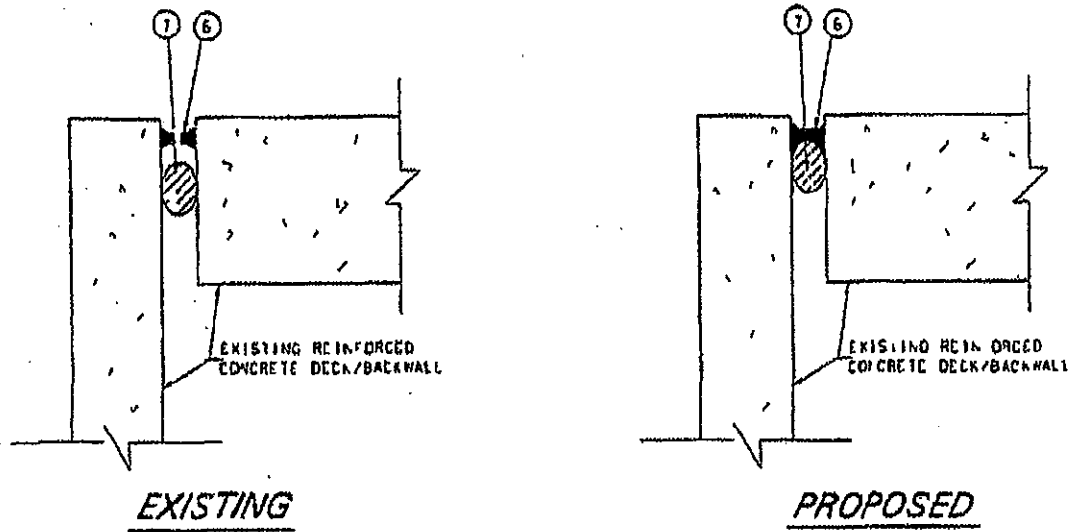
- ④ CONSTRUCTION JOINT
- ⑤ PREFORMED ELASTOMERIC SEAL
- ⑥ SILICONE SEAL

- ⑦ BACKING MATERIAL
- ⑧ POLYMER NOSING SYSTEM
- ⑨ NEW CONCRETE

# TYPE E JOINT

SILICONE

## ORDINARY PREPARATION (TYPICAL J)



### LEGEND

- |   |                       |   |                            |   |                        |
|---|-----------------------|---|----------------------------|---|------------------------|
| ① | EXIST. COVER PLATE    | ④ | CONSTRUCTION JOINT         | ⑦ | BACKFILL MATERIAL      |
| ② | EXIST. JOINT ASSEMBLY | ⑤ | PREFORMED ELASTOMERIC SEAL | ⑧ | POLYMER BONDING SYSTEM |
| ③ | STRIP SEAL            | ⑥ | SILICONE SEAL              | ⑨ | NEW CONCRETE           |

**BID SCHEDULE**  
District(s) ~~TWO~~ ALL

| Pay Item | Description  | Specification Reference | Estimated Quantity | Unit Description | Unit Cost | Extended Cost |
|----------|--|-------------------------|--------------------|------------------|-----------|---------------|
| A        | Mobilization   | Paragraph 1.2           | 1                  | per RO           | 2,500.00  | 2,500.00      |
| B        | Ordinary Repair Preparation, Type A Joint  | Paragraph 10.1.1        | 1                  | per L.F.         | 14.50     | 14.50         |
| C        | Ordinary Repair Preparation, Type B Joint  | Paragraph 10.1.2        | 1                  | per L.F.         | 14.50     | 14.50         |
| D        | Ordinary Repair Preparation, Type C Joint  | Paragraph 10.1.3        | 1                  | per L.F.         | 15.75     | 15.75         |
| E        | Ordinary Repair Preparation, Type D Joint  | Paragraph 10.1.4        | 1                  | per L.F.         | 3.75      | 3.75          |
| F        | Ordinary Repair Preparation, Type E Joint  | Paragraph 10.1.5        | 1                  | per L.F.         | 12.75     | 12.75         |
| G        | Extraordinary Repair Preparation, All Joint Types (0.25 Ft <sup>3</sup> or Less)       | Paragraph 10.2          | 1                  | per L.F.         | 15.00     | 15.00         |
| H        | Extraordinary Repair Preparation, All Joint Types (greater than 0.25 Ft <sup>3</sup> ) | Paragraph 10.2          | 1                  | per L.F.         | 31.00     | 31.00         |
| I        | Structural Concrete Repair   | Paragraph 10.3          | 1                  | per C.Y.         | 1,800.00  | 1,800.00      |
| J        | Polymer Nosing System<br>Installed (Silspec® 900)                                      | Paragraph 10.4          | 1                  | per Unit         | 350.00    | 350.00        |
| K        | Polymer Nosing System<br>Installed (Silspec® 1000)                                     | Paragraph 10.4          | 1                  | per Unit         | 350.00    | 350.00        |
| L        | Silicone Joint Sealant<br>Installed (1" OR Less)                                       | Paragraph 10.5          | 1                  | per L.F.         | 12.00     | 12.00         |
| M        | Silicone Joint Sealant<br>Installed (1 - 2 inches)                                     | Paragraph 10.5          | 1                  | per L.F.         | 13.70     | 13.70         |

**BID SCHEDULE**  
 District(s) ~~TWO~~ ALL

| Pay Item | Description                                     | Specification Reference | Estimated Quantity | Unit Description | Unit Cost | Extended Cost |
|----------|---|-------------------------|--------------------|------------------|-----------|---------------|
| N        | Silicone Joint Sealant Installed (2 - 3 inches) | Paragraph 10.5          | 1                  | per L.F.         | 20.20     | 20.20         |
| O        | Silicone Joint Sealant Installed (3 - 4 inches) | Paragraph 10.5          | 1                  | per L.F.         | 27.20     | 27.20         |
| P        | WVDOH Supplied Joint                            | Paragraph 10.6          | 1                  | per L.F.         | 14.20     | 14.20         |
| Q        | Traffic Control                                 | Paragraph 1.3           | 1                  | per Unit         | 1.09      | 1.09          |
| R        | Flagger   | Paragraph 1.3           | 1                  | per Hour         | 25.00     | 25.00         |
| S        | Electric Arrow                                  | Paragraph 1.3           | 1                  | per Day          | 15.00     | 15.00         |
| T        | Temporary Traffic Signal                        | Paragraph 1.3           | 1                  | per L.S.         | 5,500.00  | 5,500.00      |
| U        | Warning Lights                                  | Paragraph 1.3           | 1                  | per Day          | 15.00     | 15.00         |
| V        | Traffic Director                                | Paragraph 1.3           | 1                  | per Hour         | 38.20     | 38.20         |
| W        | Worker Lead (Toxic Metal) Protection            | Paragraph 11.7          | 1                  | per L.S.         | 5,500.00  | 5,500.00      |
| X        | Project Clean Up                                | Paragraph 2             | 1                  | per S.F.         | 15.00     | 15.00         |
| Y        | Disposal Non-Hazardous Waste Material           | Paragraph 2 & 11.8      | 1                  | per Drum         | 500.00    | 500.00        |
| Z        | Disposal Hazardous Waste Material               | Paragraph 2 & 11.8      | 1                  | per Drum         | 1,000.00  | 1,000.00      |

# 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:** SWANK ASSOCIATED CO., INC

**Signed:**   
GEORGE T. FISCHER

**Date:** MAY 24, 2011

**Title:** C.O.O.

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





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF PENNSYLVANIA

COUNTY OF WESTMORELAND, TO-WIT:

I, GEORGE T. FISCHER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of SWANK ASSOCIATED COMPANY INC.; and,
2. I do hereby attest that SWANK ASSOCIATED COMPANIES, INC

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

SWANK ASSOCIATED COMPANIES, INC
(Company Name)

By: [Signature]
GEORGE T. FISCHER
Title: CHIEF OPERATING OFFICER
Date: MAY 24, 2011

Taken, subscribed and sworn to before me this 24th day of May 2011.

By Commission expires AUGUST 30, 2012

(Seal) COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kathleen Holmes, Notary Public
Upper Burrell Twp., Westmoreland County
My Commission Expires Aug. 30, 2012
Member, Pennsylvania Association of Notaries

[Signature]
KATHLEEN (Notary Public) HOLMES

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 6611C031

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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: SWANK ASSOCIATED COMPANIES, INC

Authorized Signature:  Date: MAY 24, 2011  
GEORGE T. FISCHER

State of PENNSYLVANIA

County of WESTMORELAND, to-wit:

Taken, subscribed, and sworn to before me this 24 day of MAY, 20 11.

My Commission expires AUGUST 30, 20 12.

AFFIX SEAL HERE

NOTARY PUBLIC

  
KATHLEEN HOLMES

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kathleen Holmes, Notary Public  
Upper Burrell Twp., Westmoreland County  
My Commission Expires Aug. 30, 2012  
Member, Pennsylvania Association of Notaries