



23 12 12:20p

Simmons Covering Service

518-766-2149

p.1

Simmons Covering Service

518-766-2149

p.1

To: 304 558 3970

RECEIVED

2012 MAY 23 PM 12:33

WV PURCHASING  
DIVISION

## 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. 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.

Candace S. Robb  
SIGNATURE

SIMMONS COVERING SERVICE INC.  
COMPANY

5/23/2012  
DATE

REV. 11/96

**Bid Schedule**

**6612C025**

**ADDENDUM #2**

**Industrial Size/Weight Covers**

**Vendor shall quote delivered price per Site**

**All Sizes at all Sites is delivered WITHOUT installation.**

\*Quantities and/or dimensions listed in this bid schedule are approximations only. It is understood and agreed that the contract shall cover the quantities and dimensions actually ordered for delivery during the term of the contract, whether more or less than the quantities and/or dimensions shown below in the bid schedule.

District	*Refer to Section 7 of the specs for more detailed delivery Site		Estimated Quantity	Item #1 Price Per Cover WITH Grommets	Extended Price
	Stockpile Site	Flat Sheet Overall Dimension			
District 1	Frazier's Bottom	125' x 240'	2	4608	9216
District 1	Frazier's Bottom	75' x 180'	2	2099	4198
District 2	Huntington	90' x 150'	3	2092	6276
District 2	Amherstdale	90' x 150'	2	2092	4184
District 3	Parkersburg	180' x 120'	1	3283	3283
District 4	Bruceton Mills	160' x 180'	1	4339	4339
District 8	Kerens	600' x 80'	2	NO BID	NO BID
District 10	Shady Spring/Bragg	60' x 300'	2	2814	5628

District	*Refer to Section 7 of the specs for more detailed delivery Site		Estimated Quantity	Item #2 Price Per Cover WITHOUT Grommets	Extended Price
	Stockpile Site	Flat Sheet Overall Dimension			
District 1	Frazier's Bottom	125' x 240'	2	3948	7896
District 1	Frazier's Bottom	75' x 180'	2	1799	3598
District 2	Huntington	90' x 150'	3	1794	5382
District 2	Amherstdale	90' x 150'	2	1794	3588
District 3	Parkersburg	180' x 120'	1	2814	2814
District 4	Bruceton Mills	160' x 180'	1	3805	3805
District 8	Kerens	600' x 80'	2	NO BID	NO BID
District 10	Shady Spring/Bragg	60' x 300'	2	2415	4830

**NOTE:** The qualified vendor who submits the lowest, valid bid, per item, per stockpile site will be awarded a contract for the item per stockpile site for which their bid is lowest.

RFQ No. 04 12 C025 10STATE 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 exceeds 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: Simmons Covering Service Inc.Authorized Signature: Candice S Robb Date: 5/23/2012State of New YorkCounty of Columbia, to-wit:Taken, subscribed, and sworn to before me this 23 day of May, 2012.My Commission expires 11/17/13, 20  .**AFFIX SEAL HERE**

NOTARY PUBLIC

LAURAE B. HOFFMANN 01405088354

Notary Public, State of New York

Qualified in Columbia County

Commission Expires 11/17/13



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

6612C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS  
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

Simmons covering service inc  
338 Basford Rd.  
Valatie NY 12184

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/16/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		450-77		
INDUSTRIAL SIZE/WEIGHT COVERS						
OPEN-END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR INDUSTRIAL SIZE/WEIGHT COVERS PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						
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.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Candice S. Robb</i>			TELEPHONE 518 766 7974		DATE 5-23-2012	
TITLE Controller			FEN 14-1739918		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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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

6612C025

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS  
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

*Simmons Covering Service Inc.*  
*3358 Bachford Rd.*  
*Valatie NY 12184*

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/03/2012				
BID OPENING DATE:	05/16/2012	BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>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 CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

*Candice Spall*

TELEPHONE

518 766 7974

DATE

5-23-2012

TITLE

*Controller*

FEIN

14-1739918

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER

6612C025

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3

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS  
304-558-2402

RFQ COPY

TYPE NAME/ADDRESS HERE

*Simmons Covering Service Inc*  
*338 Bashford Rd.*  
*Valatie NY 12184*

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/03/2012						
BID OPENING DATE: 05/16/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 01/17/2012</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Candace Skobbe</i>		TELEPHONE 518 766 7974		DATE 5-23-2012		
TITLE Controller		FAX 14-1739918		ADDRESS CHANGES TO BE NOTED ABOVE		

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





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

# Request for Quotation

RFQ NUMBER
6612C025

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

RFQ COPY  
TYPE NAME/ADDRESS HERE

*Simmons Covering Service  
338 Bassford Rd.  
Valatie NY 12184*

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/03/2012				
BID OPENING DATE: 05/16/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				ALAN CUMMINGS - FILE 33		
RFQ. NO.:				6612C025		
BID OPENING DATE:				05/16/2012		
BID OPENING TIME:				1:30 P.M.		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				518 766 2149		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				CANDYCE ROBB		
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	518 766 7974	DATE
<i>Candace S. Robb</i>		5-23-2012
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Contractor</i>	14-1739918	

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

## 1. SCOPE OF WORK

The Division of Highways is issuing this Request for Quotation requesting bidders to furnish industrial size/weight covers for use in the temporary storage of roadway salt stockpiles. Locations of these stockpile sites are listed in Section 8. An Agency Release will be issued by the Division of Highways to the successful vendor(s) at the time of need.

## 2. BIDDING INSTRUCTIONS

Vendors shall quote a delivered price of the cover to each stockpile site on the Bid Schedule. Unloading of the vendors' trucks shall be the responsibility of the Division of Highways.

Vendors should be cautioned that the quantities and/or dimensions listed on the Bid Schedule are estimates. The Agency Release will provide the quantities and dimensions when issued to the successful vendor(s).

Vendors may bid any or all stockpile sites.

## 3. AWARD

The qualified vendor(s) who submits the lowest valid bid, per item, per stockpile site will be awarded a contract for the item, per stockpile site(s) for which their bid is lowest. The State of West Virginia reserves the right to make multiple awards on this contract when it is in the best interest of the State.

Any qualification of bids or any modification of the specifications or conditions governing the bids, by the vendor, may be cause for their rejection.

## 4. DESCRIPTION

The covers shall have various overall dimensions per each stockpile site listed on the Bid Schedule.

NOTE: Stockpiles shall be constructed of 2'x2'x6' Concrete Barrier Blocks with interlocking grooves on top, bottom and both ends to allow the blocks to be locked together when stacked or placed end to end. Concrete Barrier Blocks will be placed two to three levels high with the third level possibly being used to secure the cover.

The covers shall be manufactured as flat sheets with grommets on the outer edges to use as tie-down if needed by the District.

Reinforced grommets shall be at a minimum size of 1" in diameter and placed at a minimum of every five (5) feet along the outer edges of the cover.

Material shall be polyethylene or another waterproof type material having a minimum weight of 6.2 oz/sq yard and a minimum thickness of 12 mil.

The cover must be watertight and resistant to high wind damage. The cover must protect the stored salt from all weather elements, such as rain, snow, sleet, hail, sunlight, etc.

The cover shall be warranted for one year against workmanship, material defect and unlimited mph wind damage.

Division of Highways will be responsible for installation.

#### 5. DELIVERY

An Agency Release will be issued to the awarded vendor when delivery is needed. A delivery date, not earlier than two weeks from the date of the Agency Release, shall be established between the District and the awarded vendor at the time of the Agency Release and shall be stated so on the Agency Release.

Vendor shall provide the Division of Highways 48 hours notice prior to each delivery so that the site may be prepared to unload the cover.

#### 6. VENDOR'S INVOICE

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

- a. The Agency Release Number and this Contract Number.
- b. Total quantity and unit price with the total cost of the cover.

Note: Under no circumstance will the Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the Agency Release.

#### 7. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued

through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by any state agency for orders as a condition of award.

8. STOCKPILE SITES

District 1 – New Putnam County Headquarters on US 35, Mile Marker 11.74, North of I-64, Frasier's Bottom, WV 25082

District 2 – District Headquarters, 801 Madison Avenue, Huntington, WV 25712

District 2 – Logan County Sub-Headquarters on CR 16 at Amherstdale, WV 25607

District 3 – Wood County Headquarters on WV 95, 905 Lubeck Avenue, Parkersburg WV 26101

District 4 – Bruceton Mills Substation, Exit 23 off of I-68 East, 14115 N. Preston Highway, Bruceton Mills, WV 26525

District 8 – US 219 at Kerens, WV 26276, Mile Marker 40.5, East on Corridor H from I-79 at Weston

## Bid Schedule

6612C025

**Industrial Size/Weight Covers**  
**Vendor shall quote delivered price per Site**

\*Quantities and/or dimensions listed in this bid schedule are approximations only. It is understood and agreed that the contract shall cover the quantities and dimensions actually ordered for delivery during the term of the contract, whether more or less than the quantities and/or dimensions shown below in the bid schedule.

District	*Refer to Section 7 of the specs for more detailed delivery Site		Estimated Quantity	Item #1 Price Per Cover No Installation	Extended Price
	Stockpile Site	Flat Sheet Overall Dimension			
District 1	Frazier's Bottom	125' x 240'	2		
District 1	Frazier's Bottom	75' x 180'	2		
District 2	Huntington	90' x 150'	3		
District 2	Amherstdale	90' x 150'	2		
District 3	Parkersburg	180' x 120'	1		
District 4	Bruceton Mills	160' x 180'	1		
District 8	Kerens	600' x 80'	2		

NOTE: The qualified vendor who submits the lowest valid bid, per item, per stockpile site will be awarded a contract for the item per stockpile site for which their bid is lowest.

*See addendum*



Rev. 09/08

## State of West Virginia

# 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: Simmons Covering Service Signed: Candace S Robb  
 Date: 5-23-2012 Title: Controller

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



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

### Request for Quotation

BID NUMBER  
6512C025

PAGE  
1

ADDRESS FOR CORRESPONDENCE OR ATTENTION  
ALAN CUMMINGS  
304-558-2402

RFQ COPY  
TYPE NAME/ADDRESS HERE

Simmons Covering Service Inc  
338 Bashford Rd.  
Valdosta GA 31684

DIVISION OF HIGHWAYS  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	DATE OF AWARD	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
05/16/2012					
BID OPENING DATE: 05/23/2012		BID OPENING TIME 01:30PM			
LINE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	REMARKS
					ADDENDUM NO. 02
					ISSUED TO ADDRESS QUESTIONS AS POSED BY VENDOR AND TO ADD STOCK PILE LOCATION PER THE ATTACHED. BID OPENING DATE AND TIME REMAIN UNCHANGED AS 05/23/2012 AT 1:30 P.M.
0001	1	LS	450-79		INDUSTRIAL SIZE/WEIGHT COVERS
***** THIS IS THE END OF RFQ 6512C025 ***** TOTAL:					
SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE				TELEPHONE	DATE
TITLE				ADDRESS CHANGES TO BE NOTED ABOVE	

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

Addendum #2 Industrial Covers 6812C026

Question #1 Workmanship. If we do not install the cover are we responsible for the work of the state employees that do?

Question #2 Unlimited mph wind damage. If the cover blows off or tears because of installation are we responsible to replace cover?

Response #1 & #2 Please add the following to Section 4, Description. This should answer both questions.

Covers supplied under this contract shall be tested in accordance with the following American Society for Testing and Materials ([www.astm.org](http://www.astm.org)) specifications:

ASTM	D1777
ASTM	D751
ASTM	D3786
ASTM	D4833

Covers shall meet or exceed within a +/- 15% tolerance of the following:

Thickness	12 mil
Mass/Unit Area	6.3 oz/yd
Grab Tensile Warp/Weft	179/154 lbs
Tongue Tear Warp/Weft	56/50 lbs
Hydrostatic Resistance	81 psi
Mullen Burst Strength	330 psi
Puncture Resistance	78 lbs
Color	Optional

NOTE:

Section 6, Stockpile Sites, please add one additional site for District 10 as follows:  
District 10 - 200 Samaritan Drive, Shady Spring, WV 25918

See Revised Bid Schedule for Item #1 and Item #2 attached which adds the above stockpile site to the Bid Schedule.

NOTE:

Bid Opening remains on May 23, 2012.

## 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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 renders 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 of 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. §148-1-6.8).

Rev. 11/2011