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DATE PRINTED

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

304-755-5638

Solicitation	
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NUMBER

07130825

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS

**6** ± 0

DIVISION OF HIGHWAYS
DISTRICT SEVEN
STORAGE YARD
1205 US HWY 19 SOUTH
WESTON, WV

26452

304-269-0475

WV STEEL CORPORATION
PO BOX 1029
POCA WV 25159

BID OPENING DATE:	2013	05/0012			-				
LINE	QUANTITY	27/2013- uop	CAT. NO	ITEM NUL		OPENING TIME UNIT PRICE	<del>- 1.3</del> (	MEC	
0001	STRUCTRUA	LS 1 L STEEL/		570-84 AUREL LIC	K PIPE	REPLACEMENT			
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BIGNATURE					TELEPHONE		DATE	••••	6666
TITLE		FEIN				ADDRESS CHA	NGES TO	BE NOTED ABOVE	

RFQ No. 07/30825

### STATE OF WEST VIRGINIA **Purchasing Division**

## PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

#### **DEFINITIONS:**

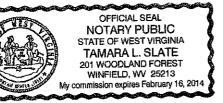
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# WITNESS THE FOLLOWING SIGNATURE: Taken, subscribed, and sworn to before me this 26 day of Leternary My Commission expires <u>Jellman</u> NOTARY PUBLIC (Jamaia) &. Slate **AFFIX SEAL HERE**



Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same. Notary required to AFFIX SEAL on Purchasing Affidavit.

## **CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, among and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

West Virginia ST	teel Corporation
(Company)	•
Patinh L (as	dorph
(Authorized Signature)	
ENGINEERING	SALES
(Representative Name, Title)	
304-755-5638	304-755-8611
(Phone Number)	(Fax Number)
February 26.	2013
(Date)	

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

Pricing Page RFQ#: 07130825						
1	13,825	pounds	W-12x79 5 pieces 35 feet 0 inch long	.83	\$ 11,474.75	
2	7,800	pounds	W-12x65 6 pieces 20 feet 0 inch long	.83	\$ 6,474,00	
3	3,380	pounds	W-12x65 2 pieces 26 feet 0 inch long	.83	\$ 2,805,40	
4	6,370	pounds	Structural Steel Plate 2 pieces 4 feet x 3/4 inch x 26 feet 0 inch long	1.55	\$ 9873,50	
5	1,817	pounds	Structural Steel Plate  2 pieces 1 feet 4 inch x ¾ inch x 26 feet 0 inch (shop cut ends)	1.55	\$ 2816.35	
6	220	pounds	C-8 x 13.75 4 pieces 4 feet 0 inch long	.99	\$ 217.80	
7	567	pounds	Diaphragm Assemblies 12 pieces	1.55	\$ 878.85	
8	72	each	Exterior high strength bolt w/ nut and washer  3/4 inch x 2 inch	1,80	\$ 129,60	
9	14	each	Interior high strength bolt w/ nut and 2 washers  5/s inch x 18 inch	19,75	\$ 276.50	
10	175	each	Deck Nailing Clips For 2 inch x 6 inch timbers with ¾ inch slot	7.95	\$ 1391,25	
	Grand Total				2/ 2/2	
<del> w ,</del>	Granu rotar				\$ 36,338,00	