



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

## Solicitation

NUMBER

07140800

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS  
304-558-2402

\*621152258 304-842-0367

JAMATT INC  
91 CLEMANS RD

FLEMINGTON WV 26347

DIVISION OF HIGHWAYS  
JOBSITE  
SEE SPECIFICATIONS

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DATE PRINTED

08/01/2013

BID OPENING DATE:

08/21/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		570-66	<del>\$189,946.82</del>	<del>\$189,946.82</del>
	STEEL					
REQUEST FOR QUOTATION (ONE-TIME PURCHASE)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH STRUCTURAL STEEL PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 07140800 ***** TOTAL:						<del>\$189,946.82</del>

08/21/13 09:42:28 AM  
West Virginia Purchasing Division

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A NON-MANDATORY PRE-BID meeting will be held at the following place and time:



A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 08/19/2013

Submit Questions to:

Alan Cummings

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-3970

Email: Alan.W.Cummings@WV.Gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

**SEALED BID**

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical  
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 08/21/2013 - 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



## **GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:



**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.



**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 working \_\_\_\_\_ days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**  
or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount .5% of the contract total, assessed daily, for delivery delays beyond 90 working days.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage



requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting,

supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state



repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**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.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms 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.

JAMATT, INC.

(Company)

James E. Mattingly

(Authorized Signature)

JAMES E. MATTINGLY, PRESIDENT

(Representative Name, Title)

304-842-0367

(Phone Number)

304-842-2634

(Fax Number)

08/15/2013

(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 07140800**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

  
 \_\_\_\_\_  
 Company  
  
  
 \_\_\_\_\_  
 Authorized Signature  
  
 08/15/2013  
 \_\_\_\_\_  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
[0714-0800] [Structural Steel]

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways to establish a contract for the one time purchase of Structural Steel for Chapman RROP Replacement, Project #S321-44/2-0.54.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means structural steel beams, plate, channel, and assembly hardware.
  - 2.2 **“Pricing Page”** means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Contract Items are either included on the last page of this Request for Quotation or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as 0714-0800.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 51,550 pounds of W-14x120 structural steel beam.
      - 3.1.1.1 W-14x120 structural steel beam must be 5 pieces 21 feet ¼ inches long, 5 pieces 23 feet 6- 9/16 inches long, and 5 pieces 41 feet 4- 3/16 inches long.
      - 3.1.1.2 W-14x120 structural steel beam must be AASHTO M270 GRADE 50.
      - 3.1.1.3 W-14x120 structural steel beam must be fabricated in accordance with attached plans.
      - 3.1.1.4 W-14x120 structural steel beam must be hot dipped galvanized according to ASTM A123 and ASTM A152.
    - 3.1.2 101,640 pounds of W-14x132 structural steel beam.
      - 3.1.2.1 W-14x132 structural steel beam must be 6 pieces 30 feet 0 inches long, 6 pieces 40 feet 0 inches long, and 7 pieces 50 feet 0 inches long.
      - 3.1.2.2 W-14x132 structural steel beam must be AASHTO M270 GRADE 50.
      - 3.1.2.3 W-14x132 structural steel beam must be fabricated in accordance with attached plans.
      - 3.1.2.4 W-14x132 structural steel beam must be hot dipped galvanized according to ASTM A123 and ASTM A152.

REQUEST FOR QUOTATION  
[0714-0800] [Structural Steel]

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**3.1.3    4,358 pounds of W-12x65 structural steel beam.**

**3.1.3.1 W-12x65 structural steel beam must be 2 pieces 17 feet 6- ¼ inches long, 2 pieces 16 feet 0 inches long.**

**3.1.3.2 W-12x65 structural steel beam must be AASHTO M270 GRADE 50.**

**3.1.3.3 W-12x65 structural steel beam must be fabricated in accordance with attached plans.**

**3.1.3.4 W-12x65 structural steel beams must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.4    1,915 pounds of W-12x65 structural steel beam.**

**3.1.4.1 Structural steel beam must be 3 pieces 5 feet 11- 7/8 inches long and 1 piece 11 feet 5- 7/8 inches long.**

**3.1.4.2 Structural steel beam must be AASHTO M270 GRADE 50.**

**3.1.4.3 Structural steel beam must be fabricated in accordance with attached plans.**

**3.1.4.4 Structural steel beam must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.5    10,597 pounds of structural steel plate.**

**3.1.5.1 Structural steel plate must be 1 piece 4 feet wide, 16 feet 6 inches long, and ¾ inches thick. 1 piece 8 feet wide, 16 feet 6 inches long, and ¾ inches thick. 3 pieces 4 feet wide, 5 feet 0 inches long, and ¾ inches thick. 1 piece 8 feet wide, 11 feet 0 inches long, and ¾ inches thick.**

**3.1.5.2 Structural steel plate must have shop cut ends.**

**3.1.5.3 Structural steel plate must be AASHTO M270 GRADE 50.**

**3.1.5.4 Structural steel plate must be fabricated in accordance with attached plans.**

**3.1.5.5 Structural steel plate must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

REQUEST FOR QUOTATION  
[0714-0800] [Structural Steel]

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**3.1.6     4,593 pounds of structural steel plate.**

**3.1.6.1 C-8x13.75 structural steel channel must be 2 pieces 2 feet 6- ½ inches wide, 16 feet 6 inches long, and ¾ inches thick. 3 pieces 2 feet 6- ½ inches wide, 5 feet 0 inches long, and ¾ inches thick. 1 piece 2 feet 6- ½ inches wide, 11 feet 0 inches long, and ¾ inches thick.**

**3.1.6.2 Structural steel plate must be AASHTO M270 GRADE 50.**

**3.1.6.3 Structural steel plate must be fabricated in accordance with attached plans.**

**3.1.6.4 Structural steel plate must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.7     1,100 pounds of C-8x13.75 structural steel channel**

**3.1.7.1 C-8x13.75 structural steel channel must be 4 pieces 20 feet long.**

**3.1.7.2 C-8x13.75 structural steel channel must be AASHTO M270 GRADE 50.**

**3.1.7.3 C-8x13.75 structural steel channel must be fabricated in accordance with attached plans.**

**3.1.7.4 C-8x13.75 structural steel channel must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.8     1,620 pounds of Diaphragm Assemblies**

**3.1.8.1 Diaphragm Assemblies must be 32 pieces.**

**3.1.8.2 Diaphragm Assemblies must be fabricated in accordance with attached plans.**

**3.1.8.3 Diaphragm Assemblies must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.9     174 each    High strength bolt with nut and washer**

**3.1.9.1 Interior high strength bolt must be 2 inches long, ¾ inches diameter.**

**3.1.9.2 Interior high strength bolt must have nut and 2 each washers.**

**3.1.9.3 Interior high strength bolts, nuts, and washers must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

REQUEST FOR QUOTATION  
[0714-0800] [Structural Steel]

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**3.1.10 1,832 pounds of Guardrail Assemblies**

**3.1.10.1 Guardrail Assemblies must be 28 pieces.**

**3.1.10.2 Guardrail Assemblies must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**3.1.11 1,097 pounds of Shims**

**3.1.11.1 Shims must be 5 each S-1, 5 each S-2, 5 each S-3, 5 each S-4, 5 each S-5, 5 each S-6.**

**3.1.11.2 Shims must be hot dipped galvanized according to ASTM A123 and ASTM A152.**

**Notes**

All cutting, drilling, welding, and galvanizing shown on the plans shall be included in the bid price. Materials supplied under this contract shall meet the applicable requirements of the West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges and the current Supplemental Specifications. Specifications are available on the following website:

[www.transportation.wv.gov/highways/engineering/pages/publications.aspx](http://www.transportation.wv.gov/highways/engineering/pages/publications.aspx)

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Pricing Pages. Award will be to a single vendor, not split.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in Unit Price, Total Amount, and the Grand Total in the blank spaces provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

REQUEST FOR QUOTATION  
[0714-0800] [Structural Steel]

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**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall begin fabrication of the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within **90 working days** after receiving a purchase order or notice to proceed. **Contract Items must be delivered to Agency at:**

**District 7 Storage Yard  
1205 US Highway 19 S  
Weston, WV 26452**

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's specified location.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**JAMATT INC.**  
 91 Clemans Road  
 Flemington, WV 26347  
 304-842-0367

**Pricing Page**

**RFQ#: 07140800**

Item Num	Quantity	Unit of Measure	Description	Unit Price	Total Amount
1	51,550	pounds	W-14x120 5 pieces 21 feet 1/4 inch long 5 pieces 23 feet 6- 9/16 inches long 5 pieces 41 feet 4- 3/16 inches long	\$1.06	\$54,643.00
2	101,640	pounds	W-14x132 6 pieces 30 feet 0 inch long 6 pieces 40 feet 0 inch long 7 pieces 50 feet 0 inch long	\$0.96	\$97,574.40
3	4,358	pounds	W-12x65 2 pieces 17 feet 6- 1/4 inch long 2 pieces 16 feet 0 inch long	\$1.26	\$ 5,491.08
4	1,915	pounds	W-12x65 3 pieces 5 feet 11- 7/8 inches long 1 piece 11 feet 5- 7/8 inches long	\$1.62	\$ 3,102.30
5	10,597	pounds	Structural Steel Plate 1 piece 4 feet x 16 feet 6 inches x 3/4 inch 1 piece 8 feet x 16 feet 6 inches x 3/4 inch 3 pieces 4 feet x 5 feet x 3/4 inch 1 piece 8 feet x 11 feet x 3/4 inch	\$0.91	\$ 9,643.27
6	4,593	pounds	Structural Steel Plate 2 pieces 2 feet 6- 1/2 inches x 16 feet 6 inches x 3/4 inch 3 pieces 2 feet 6- 1/2 inches x 5 feet x 3/4 inch 1 piece 2 feet 6- 1/2 inches x 11 feet x 3/4 inch	\$0.91	\$ 4,179.63
7	1,100	pounds	C-8 x 13.75 4 pieces 20 feet long	\$1.31	\$ 1,441.00
8	1,620	pounds	Diaphragm assemblies 32 pieces	\$2.12	\$ 3,434.40
9	174	each	High strength bolt w/ nut and washer 3/4 inch x 2 inch	\$4.50	\$ 783.00
10	1,832	pounds	Guardrail assemblies 28 pieces	\$4.30	\$ 7,877.60
11	1,097	pounds	Shims 5 each S-1, S-2, S-3, S-4, S-5, S-6	\$1.62	\$ 1,777.14
<b>Grand Total</b>					\$189,946.82





Designation: A 153/A 153M – 09

American Association State Highway  
and Transportation Officials Standard  
AASHTO No. M232

## Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware<sup>1</sup>

This standard is issued under the fixed designation A 153/A 153M; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

*This standard has been approved for use by agencies of the Department of Defense.*

### 1. Scope\*

1.1 This specification covers zinc coatings applied by the hot-dip process on iron and steel hardware. The hot-dip galvanizing process consists of parts being immersed in molten zinc for a sufficient time to allow a metallurgical reaction between iron from the steel surface and the molten zinc, resulting in the formation of Zn/Fe alloy layers bonding the coating to the steel surface.

1.2 This specification is intended to be applicable to hardware items that are centrifuged or otherwise handled to remove excess galvanizing bath metal (free zinc). Coating thickness grade requirements reflect this.

1.3 This specification is applicable to orders in either inch-pound units (as A 153) or in SI units (as A 153M). Inch-pound units and SI units are not necessarily exact equivalents. Within the text of this specification and where appropriate, SI units are shown in brackets. Each system shall be used independently of the other without combining values in any way. In the case of orders in SI units, all testing and inspection shall be done using the metric equivalent of the test or inspection method as appropriate. In the case of orders in SI units, such shall be stated to the galvanizer when the order is placed.

1.4 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

### 2. Referenced Documents

#### 2.1 ASTM Standards:<sup>2</sup>

- A 90/A 90M Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
- A 143/A 143M Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
- A 780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- A 902 Terminology Relating to Metallic Coated Steel Products
- B 6 Specification for Zinc
- B 487 Test Method for Measurement of Metal and Oxide Coating Thickness by Microscopical Examination of Cross Section
- B 960 Specification for Prime Western Grade-Recycled (PWG-R) Zinc
- E 376 Practice for Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Examination Methods
- F 1470 Practice for Fastener Sampling for Specified Mechanical Properties and Performance Inspection
- F 1789 Terminology for F16 Mechanical Fasteners

### 3. Terminology

#### 3.1 Definitions:

<sup>1</sup> This specification is under the jurisdiction of ASTM Committee A05 on Metallic-Coated Iron and Steel Products and is the direct responsibility of Subcommittee A05.13 on Structural Shapes and Hardware Specifications.

Current edition approved May 1, 2009. Published May 2009. Originally approved in 1933. Last previous edition approved in 2005 as A 153/A 153M – 05.

<sup>2</sup> For referenced ASTM standards, visit the ASTM website, [www.astm.org](http://www.astm.org), or contact ASTM Customer Service at [service@astm.org](mailto:service@astm.org). For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

\*A Summary of Changes section appears at the end of this standard.



3.1.1 The following terms and definitions are specific to this specification. Terminology A 902 contains other terms and definitions relating to metallic-coated steel products. Terminology F 1789 contains other terms and definitions relating to mechanical fasteners.

3.2 *Definitions of Terms Specific to This Standard:*

3.2.1 *average coating thickness, n*—the average of the specimen coating thickness values for the samples in an inspection lot.

3.2.2 *bare spots, n*—uncoated areas on the surface of the steel part that contain no measurable zinc coating.

3.2.3 *dross inclusions, n*—the iron/zinc intermetallics present in a galvanized coating in a form other than the layer growth of the coating.

3.2.4 *individual measurement, n*—the reading from a magnetic thickness gauge of a single coating spot thickness, or the microscopic reading of a coating thickness as seen in an optical microscope at one spot.

3.2.5 *inspection lot, n*—the quantity of identical parts cleaned, fluxed and galvanized together at one time in an appropriate container that is being submitted for acceptance as a group.

3.2.6 *malleable casting, n*—a steel article that has been subjected to a prolonged anneal to decarburize or graphitize the part to remove as much of the carbon as possible or to convert the carbon to graphite, which permits plastic deformation in compression without rupture.

3.2.7 *sample, n*—a collection of individual units of product from a single inspection lot selected in accordance with Section 6 and intended to represent that inspection lot for acceptance.

3.2.8 *specimen, n*—an individual test article upon which thickness measurements or weight determinations are performed.

3.2.9 *specimen coating thickness, n*—the average thickness from no less than five test measurements on a specimen, when each measurement location is selected to provide the widest dispersion (in all applicable directions) of locations within the specimen volume.

3.2.10 *threaded areas, n*—the sections of a steel part that have threads formed before hot-dip galvanizing.

#### 4. Materials and Manufacture

4.1 *Steel or Iron*—Ferrous articles to be hot-dip zinc coated shall conform to specifications designated by the purchaser.

4.2 *Zinc*—The zinc used for the coating shall conform to Specification B 6, or Specification B 960, or both, and shall be at least equal to the grade designated as "Prime Western."

4.2.1 If a zinc alloy is used as the primary feed for the galvanizing bath, then the base material used to make that alloy shall conform to Specification B 6 or Specification B 960, or both.

4.2.2 The molten metal in the working volume of the galvanizing bath shall contain not less than an average value of 98.0 % zinc by weight [mass].

NOTE 1—The galvanizer may choose to add trace amounts of certain elements (for example, aluminum, nickel, bismuth, or tin) to the zinc bath to help in the processing of certain reactive steels or to enhance the cosmetic appearance of the finished product. The elements can be added to the galvanizing bath as a master feed alloy, or they can be added to the bath by the galvanizer as individual feeds.

4.3 *Minimum Coating Weight [Mass] or Minimum Coating Thickness*—The minimum coating weight [mass] or the minimum coating thickness shall conform to the requirements prescribed in Table 1 for the material category and thickness of material in which the article belongs.

4.4 *Threaded Articles*—The zinc coating on threads shall not be subjected to a cutting, rolling, or finishing-tool operation, unless specifically authorized by the purchaser. In order to meet overlapping allowances, tapping the threads of nuts or tapped holes after galvanizing is not prohibited.

4.5 *Touch-up and Repair*—Bare spots that are found on parts after galvanizing shall be renovated by use of the methods found in Practice A 780 if the following criteria are met. The bare spots shall have an area totalling not more than 1 % of the surface area to be coated excluding threaded areas of the piece and the bare spots shall not include any threaded areas of the

TABLE 1 Thickness or Weight [Mass] of Zinc Coating for Various Classes of Material

NOTE 1—Length of the piece, stated in Classes B-1, B-2, and B-3, refers to the finished dimension of the piece after fabrication.

Class of Material	Weight [Mass] of Zinc Coating, oz/ft <sup>2</sup> [g/m <sup>2</sup> ] of Surface, Minimum		Coating Thickness, mils [microns], Minimum	
	Average of Specimens Tested	Any Individual Specimen	Average of Specimens Tested	Any Individual Specimen
<i>Class A</i> —Castings—Malleable Iron, Steel	2.00 [610]	1.80 [550]	3.4 [86]	3.1 [79]
<i>Class B</i> —Rolled, pressed, and forged articles (except those which would be included under Classes C and D):				
B-1— $\frac{3}{16}$ in. [4.76 mm] and over in thickness and over 15 in. [381 mm] in length	2.00 [610]	1.80 [550]	3.4 [86]	3.1 [79]
B-2—under $\frac{3}{16}$ in. [4.76 mm] in thickness and over 15 in. [381 mm] in length	1.50 [458]	1.25 [381]	2.6 [66]	2.1 [53]
B-3—any thickness and 15 in. [381 mm] and under in length	1.30 [397]	1.10 [336]	2.2 [56]	1.9 [48]
<i>Class C</i> —Fasteners over $\frac{3}{16}$ in. [9.52 mm] in diameter and similar articles. Washers $\frac{3}{16}$ in. and $\frac{1}{4}$ in. [4.76 and 6.35 mm] in thickness	1.25 [381]	1.00 [305]	2.1 [53]	1.7 [43]
<i>Class D</i> —Fasteners $\frac{3}{16}$ in. [9.52 mm] and under in diameter, rivets, nails and similar articles. Washers under $\frac{3}{16}$ in. [4.76 mm] in thickness	1.00 [305]	0.85 [259]	1.7 [43]	1.4 [36]



## A 153/A 153M - 09

piece. The thickness of the repair shall be equal to the surrounding galvanized coating except for repairs made by paints containing zinc dust in which case the thickness of the repair shall be 50 % greater than the thickness of the galvanized coating required for the class of material, but shall not be greater than 4.0 mils [100  $\mu\text{m}$ ]. Repair thickness measurements shall be made in accordance with Practice A 780. The galvanizer shall make repairs unless directed by the purchaser to deliver items unrepaired for subsequent renovation by the purchaser.

### 5. Workmanship, Finish, and Appearance

5.1 The zinc-coated articles shall be free from uncoated areas, blisters, flux deposits, dross inclusions, and other types of projections that would interfere with the intended use of the articles, or other defects not consistent with good galvanizing practice.

5.2 The zinc coating shall be smooth and reasonably uniform in thickness.

NOTE 2—Smoothness of surface is a relative term. Minor roughness that does not interfere with the intended use of the part, or roughness that is related to the as-received (ungalvanized) surface condition of the part, shall not be grounds for rejection.

NOTE 3—Since this specification is applicable to items that are centrifuged or otherwise handled to remove excess bath metal (see 1.2), irregular coating distribution is not normally encountered. Drainage problems, which manifest themselves as local excess coating thickness that would interfere with function or as edge tears or spikes that present a safety hazard because of their sharpness, are grounds for rejection under the terms of 5.1.

5.3 Embrittlement is a potential condition of steel that is cold-worked, depending on such factors as the steel type (strength level, aging characteristics), thickness, degree of cold work, and galvanizing process. The galvanizer, the designer and the fabricator shall take precautions against embrittlement. The precautions to fabricate properly and prepare the material for galvanizing to prevent embrittlement are described in Practice A 143/A 143M.

NOTE 4—Low service temperatures increase the risk of brittle failure of all plain carbon steels including those which have been galvanized. This temperature embrittling effect varies with type of steel. The expected service temperature should thus be taken into account when selecting steels for galvanizing.

5.4 Malleable castings shall be of such composition as will preclude the possibility that they become embrittled by the galvanizing process, or they shall be either cooled from the anneal, or subsequently heat-treated so as to immunize them against embrittlement.

5.5 The zinc coating shall adhere tenaciously to the surface of the base metal.

5.6 If the galvanized material covered by this specification is bent or otherwise fabricated to the degree that causes the zinc coatings to stretch or compress beyond the limit of elasticity, any cracking or flaking of the coating resulting from the bending or fabricating shall not be cause for rejection.

### 6. Sampling

6.1 Test specimens shall be selected at random from each inspection lot.

6.2 The method of selection and sample size shall be agreed upon between the galvanizer and the purchaser. Otherwise, the sample size selected from each lot shall be as follows:

Number of Pieces in Lot	Sample Size
3 or less	all
4 to 500	3
501 to 1200	5
1201 to 3200	8
3201 to 10 000	13
10 001 and over	20

6.3 A specimen that fails to conform to a requirement of this specification shall not be used to determine the conformance to other requirements.

6.4 The method of sampling for fasteners that are required to meet the standards of the Fastener Quality Act is described in Guide F 1470. Sample quantities and definitions of terminology are included in the referenced specification.

### 7. Test Methods

7.1 Tests shall be made to ensure that the zinc coating is being furnished in accordance with this specification and as specified for the following:

7.1.1 Minimum coating weight [mass] or minimum coating thickness in 4.3.

7.1.2 Finish and appearance in 5.1 and 5.2.

7.1.3 Embrittlement in 5.3 and 5.4.

7.1.4 Adherence in 5.5.

7.2 *Average Weight [Mass] of Coating:*

7.2.1 The average weight [mass] of the zinc coating shall be determined by weighing specimens after pickling and drying and again after galvanizing unless the method described in 7.2.2 is used. The number of specimens that are used to determine the average of an inspection lot shall be derived from Section 6.

NOTE 5—This method does not take into account the weight [mass] of iron reacted from the article that is incorporated into the coating. It will thus underestimate coating weight [mass] by up to approximately 10 %. Base metal reactivity will affect the extent of underestimation.

7.2.2 In the case of materials inspected after galvanizing, the average weight [mass] of coating shall be determined by stripping the number of specimens derived in Section 6 in accordance with Test Method A 90/A 90M, and averaging the results of the individual specimens, unless the method described in 7.2.1 is used.

7.3 *Average Thickness of Coating:*

7.3.1 In the case of fasteners such as bolts, nuts, and screws, the determination of the thickness of coating shall be made on a portion of the article that does not include any threads.

7.3.2 The average thickness of coating shall be determined by magnetic thickness gage in accordance with Practice E 376 unless the method described in 7.3.3 is used. The thickness shall be measured on at least five widely separated spots on a specimen. No individual spot measurement shall be cause for rejection. If an individual spot does not provide a coating thickness reading, this spot must be repaired in accordance with 4.5. The five or more individual coating thickness measurements on a specimen must be averaged to determine the specimen average coating thickness. The average coating thickness for the inspection lot is determined by averaging the



specimen average coating thickness values for the number of specimens derived from Section 6.

7.3.3 The thickness of coating shall be determined by cross section and optical measurement in accordance with Test Method B 487, unless the method described in 7.3.2 is used. The thickness thus determined is a point value. No less than five such measurements shall be made at locations on the specimen, which are as widely dispersed as practical, so as to be representative of the whole surface of the specimen. The average of no less than five such measurements is the specimen average coating thickness. The average coating thickness for the inspection lot is determined by averaging the specimen average coating thickness values for the number of specimens derived from Section 6.

7.4 *Finish and Appearance*—The test for finish and appearance shall be conducted through visual inspection without additional magnification.

7.5 *Embrittlement*—Hardware that is susceptible to embrittlement shall be tested in accordance with Practice A 143/A 143M. The tests shall be performed through agreement between the galvanizer and the purchaser.

7.6 *Adherence*—Determine adherence of the zinc coating to the surface of the base metal by cutting or prying with the point of a stout knife, applied with considerable pressure in a manner tending to remove a portion of the coating. The adherence shall be considered inadequate if the coating delaminates in the form of a layer of skin so as to expose the base metal in advance of the knife point. Do not use testing carried out at edges or corners (points of lowest coating adherence) to determine adherence of coating. Likewise, do not use removal of small particles of the coating by paring or whittling to determine failure.

## 8. Inspection

8.1 The inspector representing the purchaser shall have access at all times while work on the contract of the purchaser is being performed, to those areas of the manufacturer's work which concern the application of the zinc coating to the material ordered. The manufacturer shall afford the inspector all reasonable facilities to satisfy him that the zinc coating is being furnished in accordance with this specification. All inspection and tests shall be made at the place of manufacture

prior to shipments, unless otherwise specified, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

## 9. Rejection and Retest

9.1 For all galvanized articles except those fasteners that must meet the requirements of the Fastener Quality Act, the following sections are used to determine rejection and retesting.

9.2 When partial inspection of materials to determine conformity with visual requirements of Section 5 warrants rejection of a lot, the galvanizer is not prohibited from sorting the lot and submitting it once again for inspection.

9.3 The number of specimens in a sample of a lot permitted to fail to conformance tests shall be agreed upon between the galvanizer and the purchaser.

9.4 If a set of test specimens fails to conform to the requirements of this specification, two additional sets shall be tested, both of which shall conform to the requirements in every respect, or the lot of material represented by the specimens shall be rejected.

9.5 Materials that have been rejected for reasons other than embrittlement are not prohibited from being stripped, regalvanized, and resubmitted for test and inspection. They shall then conform to the requirements of this specification.

## 10. Packaging

10.1 The supplier shall employ such methods of packaging zinc-coated articles as shall be required to ensure their receipt by the purchaser in satisfactory condition, with the use to be made of the article being taken into consideration.

## 11. Certification

11.1 When specified in the purchase order or contract, the purchaser shall be furnished certification that samples representing each inspection lot have been either tested or inspected as directed by this specification and the requirements have been met. When specified in the purchase order or contract, a report of the test results shall be furnished.

## 12. Keywords

12.1 coatings, zinc; galvanized coatings; steel hardware, zinc coated; steel products, metallic coated; zinc coatings, steel products

**A 153/A 153M – 09****SUMMARY OF CHANGES**

Committee A05 has identified the location of selected changes to this standard since the last issue, A 153/A 153M - 05, that may impact the use of this standard. (May 1, 2009)

(1) Revised 4.2 and 4.2.1 to add new zinc standard B 960.

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Designation: A 123/A 123M – 09

## Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products<sup>1</sup>

This standard is issued under the fixed designation A 123/A 123M; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

*This standard has been approved for use by agencies of the Department of Defense.*

### 1. Scope\*

1.1 This specification covers the requirements for zinc coating (galvanizing) by the hot-dip process on iron and steel products made from rolled pressed and forged shapes, castings, plates, bars, and strips.

1.2 This specification covers both unfabricated products and fabricated products, for example, assembled steel products, structural steel fabrications, large tubes already bent or welded before galvanizing, and wire work fabricated from uncoated steel wire. This specification also covers steel forgings and iron castings incorporated into pieces fabricated before galvanizing or which are too large to be centrifuged (or otherwise handled to remove excess galvanizing bath metal).

NOTE 1—This specification covers those products previously addressed in Specifications A 123-78 and A 386-78.

1.3 This specification does not apply to wire, pipe, tube, or steel sheet which is galvanized on specialized or continuous lines, or to steel less than 22 gage (0.0299 in.) [0.76 mm] thick.

1.4 The galvanizing of hardware items that are to be centrifuged or otherwise handled to remove excess zinc (such as bolts and similar threaded fasteners, castings and rolled, pressed and forged items) shall be in accordance with Specification A 153/A 153M.

1.5 Fabricated reinforcing steel bar assemblies are covered by the present specification. The galvanizing of separate reinforcing steel bars shall be in accordance with Specification A 767/A 767M.

1.6 This specification is applicable to orders in either inch-pound units (as A 123) or SI units (as A 123M). Inch-pound units and SI units are not necessarily exact equivalents. Within the text of this specification and where appropriate, SI units are shown in parentheses. Each system shall be used independently of the other without combining values in any way. In the case of orders in SI units, all testing and inspection shall be done using the metric equivalent of the test or

inspection method as appropriate. In the case of orders in SI units, such shall be stated to the galvanizer when the order is placed.

### 2. Referenced Documents

#### 2.1 ASTM Standards:<sup>2</sup>

- A 47/A 47M Specification for Ferritic Malleable Iron Castings
- A 90/A 90M Test Method for Weight [Mass] of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
- A 143/A 143M Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
- A 153/A 153M Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
- A 384/A 384M Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
- A 385 Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
- A 767/A 767M Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
- A 780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- A 902 Terminology Relating to Metallic Coated Steel Products
- B 6 Specification for Zinc
- B 487 Test Method for Measurement of Metal and Oxide Coating Thickness by Microscopical Examination of Cross Section
- B 602 Test Method for Attribute Sampling of Metallic and Inorganic Coatings
- B 960 Specification for Prime Western Grade-Recycled (PWG-R) Zinc
- E 376 Practice for Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Examination Methods

<sup>1</sup> This specification is under the jurisdiction of ASTM Committee A05 on Metallic-Coated Iron and Steel Products and is the direct responsibility of Subcommittee A05.13 on Structural Shapes and Hardware Specifications.

Current edition approved May 1, 2009. Published May 2009. Originally approved in 1928. Last previous edition approved in 2008 as A 123/A 123M – 08.

<sup>2</sup> For referenced ASTM standards, visit the ASTM website, [www.astm.org](http://www.astm.org), or contact ASTM Customer Service at [service@astm.org](mailto:service@astm.org). For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

\*A Summary of Changes section appears at the end of this standard.



### 3. Terminology (See Fig. 1)

#### 3.1 Definitions:

3.1.1 The following terms and definitions are specific to this specification. Terminology A 902 contains other terms and definitions relating to metallic-coated steel products.

#### 3.2 Definitions of Terms Specific to This Standard:

3.2.1 *average coating thickness, n*—the average of three specimen coating thicknesses.

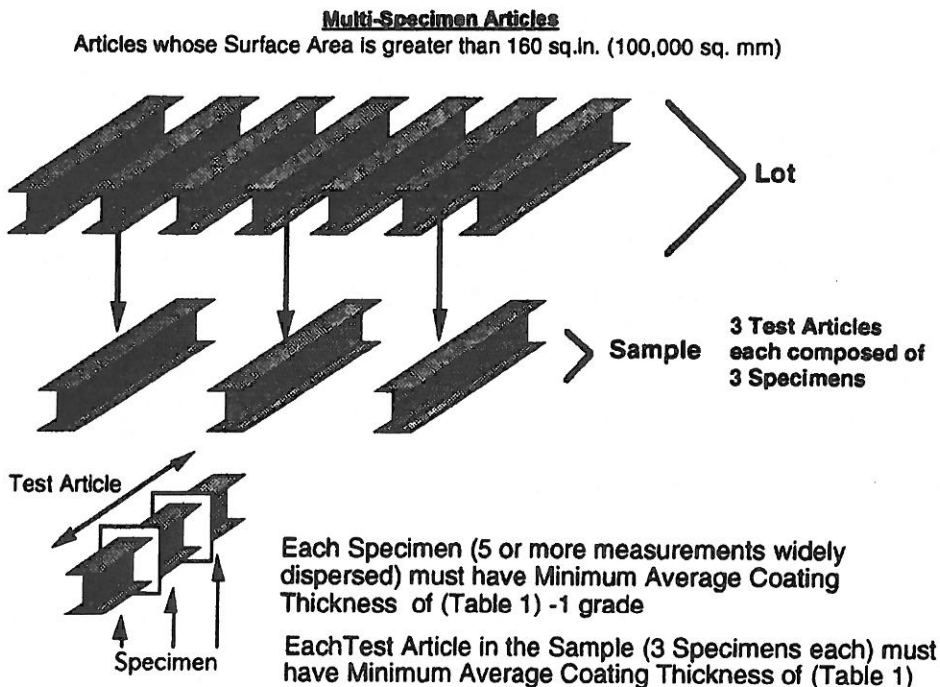
3.2.2 *black, adj*—denotes the condition of not galvanized or otherwise coated. For purposes of this specification the word

“black” does not refer to the color or condition of surface, or to a surface deposit or contamination.

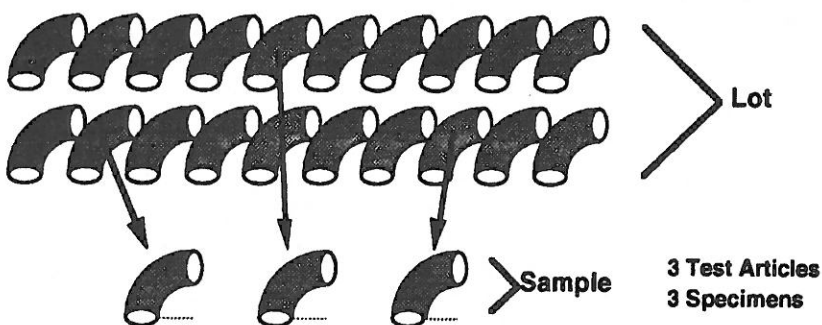
3.2.3 *coating thickness grade, n*—the numerical value from Table 1 at the intersection of a material category and a thickness range.

3.2.4 *gross cross inclusions, n*—the iron/zinc intermetallics present in a galvanized coating in a form other than finely dispersed pimples.

3.2.4.1 *Discussion*—These inclusions would create an exposed steel spot if they were removed from the coating. These



**Single-specimen Articles**  
Articles whose Surface Area is equal to or less than 160 sq.in. (100,000 sq. mm)



Each Specimen (5 or more measurements widely dispersed) must have Minimum Average Coating Thickness of (Table 1) -1 grade

All Test Articles (Specimens) Together must have Minimum Average Coating Thickness of (Table 1)

FIG. 1 Single- and Multi-Specimen Articles





TABLE 1 Minimum Average Coating Thickness Grade by Material Category

Material Category	All Specimens Tested Steel Thickness Range (Measured), in. (mm)				
	<1/16 (<1.6)	1/16 to <1/8 (1.6 to <3.2)	1/8 to 3/16 (3.2 to 4.8)	>3/16 to <1/4 (>4.8 to <6.4)	≥1/4 (≥6.4)
Structural Shapes and Plate	45	65	75	85	100
Strip and Bar	45	65	75	85	100
Pipe and Tubing	45	45	75	75	75
Wire	35	50	60	65	80
Reinforcing Bar	...	...	...	...	100

inclusions are raised surfaces and are easily knocked off through contact with lifting straps or chains, tools, fixtures, or other galvanized parts.

3.2.5 *material category, n*—the general class or type of material or process of manufacture, or both, that nominally describes a unit of product, or from which a unit of product is made. For example, bar grating belongs to the category “strip,” handrail belongs to the category “pipe,” etc.

3.2.6 *multi-specimen article, n*—a unit of product whose surface area is greater than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>]. For thickness testing purposes, articles whose surface area is greater than 160 in.<sup>2</sup> are subdivided into three continuous local sections, nominally equal in surface area, each of which constitutes a specimen. In the case of any such local section containing more than one material category or steel thickness range as delineated in Table 1, that section will contain more than one specimen (see Fig. 1).

3.2.7 *sample, n*—a collection of individual units of product from a single lot selected in accordance with Section 7, and intended to represent that lot for acceptance. If a sample is taken as representing the lot for acceptance, the sample shall be taken at random from the lot without regard to the perceived quality or appearance of any individual unit in the lot being sampled. The sample consists of one or more test articles.

3.2.8 *single-specimen article, n*—a unit of product whose surface area is equal to or less than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>] or that is centrifuged or otherwise similarly handled in the galvanizing process to remove excess galvanizing bath metal (free zinc). For thickness testing purposes, the entire surface area of each unit of product constitutes a specimen. In the case of any such article containing more than one material category or steel thickness range as delineated in Table 1, that article will contain more than one specimen (see Fig. 1).

3.2.9 *specimen, n*—the surface of an individual test article or a portion of a test article, upon which thickness measurements are to be performed, which is a member of a lot, or a member of a sample representing that lot. For magnetic thickness measurements, specimen excludes any area of the surface which is subject to processes (such as flame cutting, machining, threading, etc.) that can be expected to result in surface conditions not representative of the general surface condition of the test article, or is disqualified by the measurement method. The minimum average coating thickness grade for any specimen shall be one coating grade below that required for the appropriate material category and thickness in Table 1. For a unit of product whose surface area is equal to or less than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>], the entire surface area of each test article constitutes a specimen. In the case of an article

containing more than one material category or steel thickness range as delineated in Table 1, that article will contain more than one specimen, as appropriate (see Fig. 1).

3.2.10 *specimen coating thickness, n*—the average thickness from no less than five test measurements on a specimen, when each measurement location is selected to provide the widest dispersion (in all applicable directions) of locations for the steel category of the test article within the confines of the specimen volume.

3.2.11 *test article, n*—an individual unit of product that is a member of the sample and that is examined for conformance to a part of this specification.

#### 4. Ordering Information

4.1 Orders for coatings provided under this specification shall include the following:

4.1.1 Quantity (number of pieces to be galvanized) and total weight.

4.1.2 Description (type and size of products) and weight.

4.1.3 ASTM specification designation and year of issue.

4.1.4 Material identification (see 5.1) and surface condition or contamination.

4.1.5 Sampling plan, if different from 7.3.

4.1.6 Special test requirements (see 8.1).

4.1.7 Special requirements (special stacking, heavier coating weight, etc.).

4.1.8 Tagging or piece identification method.

#### 5. Materials and Manufacture

5.1 *Steel or Iron*—The specification, grade, or designation and type and degree of surface contamination of the iron or steel in articles to be galvanized shall be supplied by the purchaser to the hot-dip galvanizer prior to galvanizing.

NOTE 2—The presence in steels and weld metal, in certain percentages, of some elements such as silicon, carbon, and phosphorus tends to accelerate the growth of the zinc-iron alloy layer so that the coating may have a matte finish with little or no outer zinc layer. The galvanizer has only limited control over this condition. The mass, shape, and amount of cold working of the product being galvanized may also affect this condition. Practice A 385 provides guidance on steel selection and discusses the effects of various elements in steel compositions (for example, silicon), that influence coating weight and appearance.

5.2 *Fabrication*—The design and fabrication of the product to be galvanized are the responsibilities of the designer and the fabricator. Practices A 143, A 384, and A 385 provide guidance for steel fabrication for optimum hot dip galvanizing and shall be complied with in both design and fabrication. Consultation



between the designer, fabricator, and galvanizer at appropriate stages in the design and fabrication process will reduce future problems.

**5.3 Castings**—The composition and heat treatment of iron and steel castings shall conform to specifications designated by the purchaser. Some types of castings have been known to show potential problems with predisposition to being embrittled during the normal thermal cycle of hot-dip galvanizing. It is the responsibility of the purchaser to heat treat or otherwise allow for the possibility of such embrittling phenomena. The requirements for malleable iron castings to be galvanized shall be as stated in Specification A 47.

**5.4 Zinc**—The zinc used in the galvanizing bath shall conform to Specification B 6, or Specification B 960, or both. If a zinc alloy is used as the primary feed to the galvanizing bath, then the base material used to make that alloy shall conform to Specification B 6, or Specification B 960, or both.

**5.5 Bath Composition**—The molten metal in the working volume of the galvanizing bath shall contain not less than an average value of 98.0 % zinc by weight.

**NOTE 3**—The galvanizer may choose to add trace amounts of certain elements (for example, aluminum, nickel, and tin) to the zinc bath to help in the processing of certain reactive steels or to enhance the cosmetic appearance of the finished product. The use of these trace elements is permitted provided that the bulk chemistry of the galvanizing bath is at least 98.0 % zinc by weight. The elements can be added to the galvanizing bath as part of a pre-alloyed zinc feed, or they can be added to the bath by the galvanizer using a master feed alloy.

## 6. Coating Properties

**6.1 Coating Thickness**—The average thickness of coating for all specimens tested shall conform to the requirements of Table 1 for the categories and thicknesses of the material being galvanized. Minimum average thickness of coating for any individual specimen is one coating grade less than that required in Table 1. Where products consisting of various material thicknesses or categories are galvanized, the coating thickness grades for each thickness range and material category of material shall be as shown in Table 1. In the case of orders in SI units, the values in Table 1, shall be applicable as metric units in micrometres. In the case of orders in inch-pound units, the measured value shall be converted to coating grade units by the use of Table 2. The specification of coating thicknesses heavier than those required by Table 1 shall be subject to mutual agreement between the galvanizer and the purchaser.

(Fig. 2 is a graphic representation of the sampling and specimen delineation steps, and Fig. 3 is a graphic representation of the coating thickness inspection steps.)

**6.1.1** For articles whose surface area is greater than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>] (multi-specimen articles), each test article in the sample must meet the appropriate minimum average coating thickness grade requirements of Table 1, and each specimen coating thickness grade comprising that overall average for each test article shall average not less than one coating grade below that required in Table 1.

**6.1.2** For articles whose surface area is equal to or less than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>] (single-specimen articles), the average of all test articles in the sample must meet the appropriate minimum average coating thickness grade requirements of Table 1, and for each test article, its specimen coating thickness shall be not less than one coating grade below that required in Table 1.

**6.1.3** No individual measurement, or cluster of measurements at the same general location, on a test specimen shall be cause for rejection under the coating thickness requirements of this specification provided that when those measurements are averaged with the other dispersed measurements to determine the specimen coating thickness grade for that specimen, the requirements of 6.1.1 or 6.1.2, as appropriate are met.

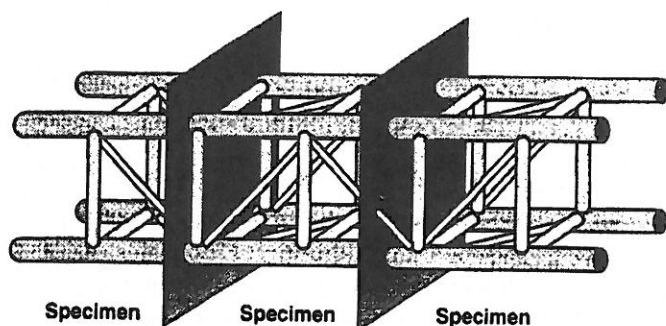
**NOTE 4**—The coating thickness grades in Table 1 represent the minimum value obtainable with a high level of confidence for the ranges typically found in each material category. While most coating thicknesses will be in excess of those values, some materials in each category may be less reactive (for example, because of chemistry or surface condition) than other materials of the steel category spectrum. Therefore, some articles may have a coating grade at or close to the minimum requirement shown in Table 1. In such cases, the precision and accuracy of the coating thickness measuring technique should be taken into consideration when rejecting such articles for coating thickness below that required by this specification. Purchasers desiring a guarantee of heavier coatings than the minimum thicknesses shown herein should use the special requirements (see 4.1.6) to specify coating thickness grades higher than those shown in Table 1. In addition, the purchaser should anticipate the need for test batches or extra preparation steps, or both, such as blasting before galvanizing or other methods, to attempt to reach the higher requirements with consistency. Some higher-than-standard thicknesses may be impractical or unattainable.

**6.2 Finish**—The coating shall be continuous (except as provided below), and as reasonably smooth and uniform in thickness as the weight, size, shape of the item, and necessary handling of the item during the dipping and draining operations

TABLE 2 Coating Thickness Grade<sup>A</sup>

Coating Grade	mils	oz/ft <sup>2</sup>	µm	g/m <sup>2</sup>
35	1.4	0.8	35	245
45	1.8	1.0	45	320
50	2.0	1.2	50	355
55	2.2	1.3	55	390
60	2.4	1.4	60	425
65	2.6	1.5	65	460
75	3.0	1.7	75	530
80	3.1	1.9	80	565
85	3.3	2.0	85	600
100	3.9	2.3	100	705

<sup>A</sup> The values in micrometres (µm) are based on the Coating Grade. The other values are based on conversions using the following formulas: mils = µm × 0.03937; oz/ft<sup>2</sup> = µm × 0.02316; g/m<sup>2</sup> = µm × 7.067.



NOTE 1—Each specimen comprises nominally one third of the total surface area of the article. A minimum of five measurements should be made within the volume of each specimen, as widely dispersed within that volume as is practical, so as to represent as much as possible, the general coating thickness within that specimen volume.

FIG. 2 Articles Made of Many Components

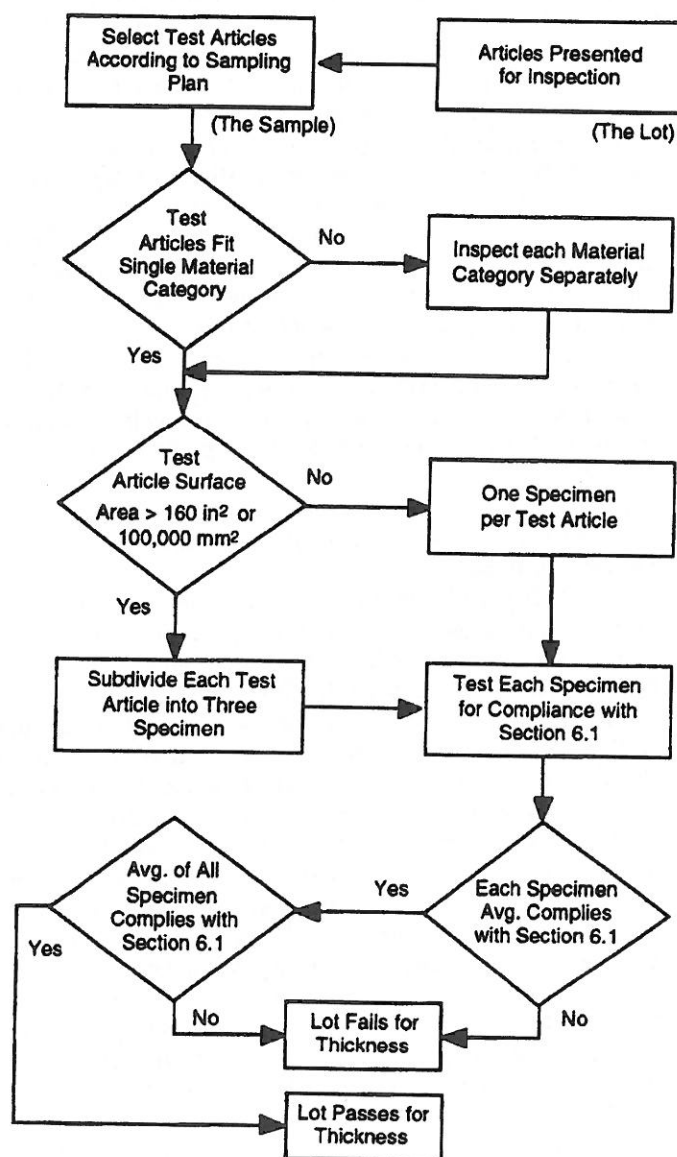


FIG. 3 Coating Thickness Inspection Steps

at the galvanizing kettle will permit. Except for local excess coating thickness which would interfere with the use of the product, or make it dangerous to handle (edge tears or spikes), rejection for nonuniform coating shall be made only for plainly visible excess coating not related to design factors such as holes, joints, or special drainage problems (see Note 6). Since surface smoothness is a relative term, minor roughness that does not interfere with the intended use of the product, or roughness that is related to the as-received (un-galvanized) surface condition, steel chemistry, or steel reactivity to zinc shall not be grounds for rejection (see Note 7). Surface conditions related to deficiencies related to design, detailing, or fabrication as addressed by Practice A 385 shall not be grounds for rejection. The zinc coating on threaded components of articles galvanized under this specification shall conform to that required in Specification A 153/A 153M. Surfaces that remain uncoated after galvanizing shall be renovated in accordance with the methods in Practice A 780 unless directed by the purchaser to leave the uncoated areas untreated for subsequent renovation by the purchaser.

6.2.1 Each area subject to renovation shall be 1 in. [25 mm] or less in its narrowest dimension.

6.2.2 The total area subject to renovation on each article shall be no more than  $\frac{1}{2}$  of 1 % of the accessible surface area to be coated on that article, or 36 in.<sup>2</sup> per short ton [256 cm<sup>2</sup> per metric ton] of piece weight, whichever is less.

NOTE 5—Inaccessible surface areas are those which cannot be reached for appropriate surface preparation and application of repair materials as described in Practice A 780. Such inaccessible areas, for example, would be the internal surfaces of certain tanks, poles, pipes, tubes, and so forth.

6.2.3 The thickness of renovation shall be that required by the thickness grade for the appropriate material category and thickness range in Table 1 in accordance with the requirements of 6.1, except that for renovation using zinc paints, the thickness of renovation shall be 50 % higher than that required by Table 1, but not greater than 4.0 mils.

6.2.4 When areas requiring renovation exceed the criteria previously provided, or are inaccessible for repair, the coating shall be rejected.

NOTE 6—The requirements for the finish of a galvanized product address themselves to a visual type of inspection. They do not address the matter of measured coating thickness variations that can be encountered because of different steels or different thicknesses of a given steel being used in an assembly.

NOTE 7—Items which are prepared for galvanizing by abrasive cleaning will generally develop a thicker coating with a moderately rougher surface.

6.3 *Threaded Components in Assemblies*—The zinc coating on external threads shall not be subjected to a cutting, rolling, or finishing tool operation, unless specifically authorized by the purchaser. Internal threads are not prohibited from being tapped or retapped after galvanizing. Coatings shall conform to the requirements of Specification A 153/A 153M.

6.4 *Appearance*—Upon shipment from the galvanizing facility, galvanized articles shall be free from uncoated areas, blisters, flux deposits, and gross gross inclusions. Lumps, projections, globules, or heavy deposits of zinc which will interfere with the intended use of the material will not be





permitted. Plain holes of  $\frac{1}{2}$ -in. [12.5-mm] diameter or more shall be clean and reasonably free from excess zinc. Marks in the zinc coating caused by tongs or other items used in handling the article during the galvanizing operation shall not be cause for rejection unless such marks have exposed the base metal and the bare metal areas exceed allowable maximums from 6.2.1 and 6.2.2. The pieces shall be handled so that after galvanizing they will not freeze together on cooling.

NOTE 8—Depending upon product design or material thickness, or both, filming or excess zinc buildup in plain holes of less than  $\frac{1}{2}$ -in. [12.5-mm] diameter may occur that requires additional work to make the holes usable as intended.

6.5 *Adherence*—The zinc coating shall withstand handling consistent with the nature and thickness of the coating and the normal use of the article, without peeling or flaking.

NOTE 9—Although some material may be formed after galvanizing, in general the zinc coating on the articles covered by this specification is too heavy to permit severe bending without damaging the coating.

## 7. Sampling

7.1 Sampling of each lot shall be performed for conformance with the requirements of this specification.

7.2 A lot is a unit of production or shipment from which a sample is taken for testing. Unless otherwise agreed upon between the galvanizer and the purchaser, or established within this specification, the lot shall be as follows: For testing at a galvanizer's facility, a lot is one or more articles of the same type and size comprising a single order or a single delivery load, whichever is the smaller, or any number of articles identified as a lot by the galvanizer, when these have been galvanized within a single production shift and in the same bath. For test by the purchaser after delivery, the lot consists of the single order or the single delivery load, whichever is the smaller, unless the lot identity, established in accordance with the above, is maintained and clearly indicated in the shipment by the galvanizer.

7.3 The method of selection and number of test specimens shall be agreed upon between the galvanizer and the purchaser. Otherwise, the test specimens shall be selected at random from each lot. In this case, the minimum number of specimens from each lot shall be as follows:

Number of Pieces in Lot	Number of Specimens
3 or less	all
4 to 500	3
501 to 1 200	5
1 201 to 3 200	8
3 201 to 10 000	13
10 001 and over	20

NOTE 10—Where a number of identical items are to be galvanized, a statistical sampling plan may be desired. Such a plan is contained in Test Method B 602 which addresses sampling procedures for the inspection of electrodeposited metallic coatings and related finishes. If Test Method B 602 is used, the level of sampling shall be agreed upon between the galvanizer and the purchaser at the time the coating order is placed.

7.4 A test specimen which fails to conform to a requirement of this specification shall not be used to determine the conformance to other requirements.

## 8. Test Methods

8.1 *Test Requirements*—The following tests shall be conducted to ensure that the zinc coating is being furnished in accordance with this specification. The specifying of tests for adhesion and embrittlement shall be subject to mutual agreement between the galvanizer and purchaser. Visual inspection of the coating shall be made for compliance with the requirements.

8.2 *Thickness of Coating Test*—The thickness of coating is determined by one or more of the three methods described as follows.

8.2.1 *Magnetic Thickness Measurements*—The thickness of the coating shall be determined by magnetic thickness gage measurements in accordance with Practice E 376 unless the methods described in 8.2.2, 8.2.3, or 8.2.4 are used. For each specimen (as described in 3.2.9) five or more measurements shall be made at points widely dispersed throughout the volume occupied by the specimen so as to represent as much as practical, the entire surface area of the test specimen. The average of the five or more measurements thus made for each specimen is the specimen coating thickness.

8.2.1.1 For articles whose surface area is greater than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>] (multi-specimen articles as described in 3.2.6), the average of the three specimen coating thickness grades comprising each test article is the average coating thickness for that test article. A specimen must be evaluated for each steel category and material thickness within the requirements for each specimen of the test article.

8.2.1.2 For articles whose surface area is equal to or less than 160 in.<sup>2</sup> [100 000 mm<sup>2</sup>] (single-specimen articles as described in 3.2.8), the average of all specimen coating thickness grades is the average coating thickness for the sample.

8.2.1.3 In the case of threaded components, the thickness of coating shall be made on a portion of the article that does not include any threads.

8.2.1.4 The use of magnetic measurement methods is appropriate for larger articles, and is appropriate for smaller articles when there is sufficient flat surface area for the probe tip to sit flat on the surface using Practice E 376.

8.2.2 *Stripping Method*—The average weight of coating shall be determined by stripping a test article, a specimen removed from a test article, or group of test articles in the case of very small items such as nails, etc., in accordance with Test Method A 90/A 90M unless the methods described in 8.2.1, 8.2.3, or 8.2.4 are used. The weight of coating per unit area thus determined is converted to equivalent coating thickness values in accordance with Table 2 (rounding up or down as appropriate). The thickness of coating thus obtained is the test article coating thickness, or in the case of a specimen removed from a test article, is the specimen average coating thickness.

8.2.2.1 The stripping method is a destructive test and is appropriate for single specimen articles, but is not practical for multi-specimen articles.

8.2.3 *Weighing Before and After Galvanizing*—The average weight of coating shall be determined by weighing articles before and after galvanizing, subtracting the first weight from the second and dividing the result by the surface area unless the



methods described in 8.2.1, 8.2.2, or 8.2.4 are used. The first weight shall be determined after pickling and drying and the second after cooling to ambient temperature. The weight of coating per unit area thus determined is converted to equivalent coating thickness values according to Table 2 (rounding up or down as appropriate). The thickness of coating thus obtained is the test article coating thickness.

8.2.3.1 The weighing before and after method is appropriate for single-specimen articles, but is not practical for multi-specimen articles.

NOTE 11—Both the stripping method and the weighing before and after method do not take into account the weight of iron reacted from the article that is incorporated into the coating. Thus, the methods may underestimate coating weight (and therefore the calculated thickness) by up to 10 %. The accuracy of both methods will be influenced by the accuracy to which the surface area of the articles tested can be determined.

8.2.4 *Microscopy*—The thickness of coating shall be determined by cross-sectional and optical measurement in accordance with Test Method B 487 unless the methods described in 8.2.1, 8.2.2, or 8.2.3 are used. The thickness thus determined is a point value. No less than five such measurements shall be made at locations on the test article which are as widely dispersed as practical, so as to be representative of the whole surface of the test article. The average of no less than five such measurements is the specimen coating thickness.

8.2.4.1 The microscopy method is a destructive test and is appropriate for single-specimen articles, but is not practical for multi-specimen articles.

8.2.5 *Referee Method*—In the event of a dispute over thickness of coating measurements, the dispute shall be resolved as follows:

8.2.5.1 For multi-specimen articles, a new sample shall be taken randomly from the lot of material, which has twice the number of test articles as the sample which failed to conform to this specification. If the lot size is such that the sample size cannot be doubled, then the sample size shall be as previous, but the number of widely dispersed sites at which measurements were made shall be doubled, and these sites will constitute the new sample. This new sample shall be measured using magnetic thickness gages which have been calibrated for accuracy against reference material thickness standards. If the lot is found to be nonconforming by the new sample, the galvanizer has the right to sort the lot for conforming articles by individual test, to re-galvanize non-conforming articles, or to renovate the nonconforming articles in accordance with 6.2.

8.2.5.2 For single-specimen articles, a new sample shall be taken randomly from the lot of material, which has twice the number of test articles as the sample which failed to conform to this specification. The test method for the new sample shall be selected by mutual agreement between the purchaser and galvanizer. If the lot is found to be nonconforming by the new sample, the galvanizer has the right to sort the lot for conforming articles by individual test, to re-galvanize non-conforming articles, or to renovate the nonconforming articles in accordance with 6.2.

8.3 *Adhesion*—Determine adhesion of the zinc coating to the surface of the base metal by cutting or prying with the point of a stout knife, applied with considerable pressure in a manner

tending to remove a portion of the coating. The adhesion shall be considered inadequate if the coating flakes off in the form of a layer of the coating so as to expose the base metal in advance of the knife point. Do not use testing carried out at edges or corners (points of lowest coating adhesion) to determine adhesion of the coating. Likewise, do not use removal of small particles of the coating by paring or whittling to determine failure.

8.4 *Embrittlement*—Test for embrittlement shall be made in accordance with Practice A 143. These tests shall not be required unless strong evidence of embrittlement is present.

## 9. Inspection, Rejection, and Retest

9.1 *Inspection by the Galvanizer*—It is the responsibility of the galvanizer to ensure compliance with this specification. This shall be achieved by an in-plant inspection program designed to maintain the coating thickness, finish, and appearance within the requirements of this specification unless the inspection is performed in accordance with 9.2.

9.2 *Inspection By the Purchaser*—The purchaser shall accept or reject material by inspection either through the galvanizer's inspector, the purchaser's inspector, or an independent inspector. The inspector representing the purchaser shall have access at all times to those areas of the galvanizer's facility which concern the application of the zinc coating to the material ordered while work on the contract of the purchaser is being performed. The galvanizer shall afford the inspector all reasonable facilities to satisfy him that the zinc coating is being furnished in accordance with this specification.

9.3 *Location*—The material shall be inspected at the galvanizer's plant prior to shipment. However, by agreement the purchaser is not prohibited from making tests which govern the acceptance or rejection of the materials in his own laboratory or elsewhere.

9.4 *Reinspection*—When inspection of materials to determine conformity with the visual requirements of 6.2 warrants rejection of a lot, the galvanizer is not prohibited from sorting the lot and submit it once again for acceptance after he has removed any nonconforming articles and replaced them with conforming articles.

9.5 The sampling plan that was used when the lot was first inspected shall be used for resampling of a sorted lot. By mutual agreement, the galvanizer is not prohibited from submitting the lot remaining after sorting and removing nonconforming articles without replacement of the nonconforming articles. In such case, the now-smaller lot shall be treated as a new lot for purposes of inspection and acceptance.

9.6 Materials that have been rejected for reasons other than embrittlement are not prohibited from being stripped and regalvanized and again submitted for inspection and test at which time they shall conform to the requirements of this specification.

## 10. Certification

10.1 When specified in the purchase order or contract, the purchaser shall be furnished certification that samples representing each lot have been either tested or inspected as directed by this specification and the requirements have been met.



## A 123/A 123M – 09

When specified in the purchase order or contract, a report of the test results shall be furnished.

### 11. Keywords

11.1 coatings—zinc; galvanized coatings; steel products—metallic coated; zinc coatings—steel products

### SUMMARY OF CHANGES

Committee A05 has identified the location of selected changes to this standard since the last issue (A 123/A 123M - 08) that may impact the use of this standard. (May 1, 2009)

(J) Revised 5.4 to add new zinc standard B 960.

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## 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.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

\_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: JAMATT, INC.

Signed: 

Date: 08/15/2013

Title: PRESIDENT

RFQ No. 07140800STATE 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.

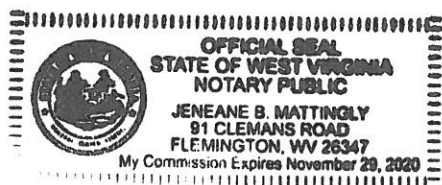
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 exceeds 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:**Vendor's Name: JAMATT, INC.Authorized Signature: James S. Mattingly Date: 08/19/2013State of WEST VIRGINIACounty of TAYLOR, to-wit:Taken, subscribed, and sworn to before me this 19 day of AUGUST, 2013.My Commission expires NOVEMBER 29, 2020.**AFFIX SEAL HERE**

NOTARY PUBLIC

Jeneane B. Mattingly  
Purchasing Affidavit (Revised 07/01/2012)**NOTE:**

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.