



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

State of West Virginia
Centralized Request for Quote
Highways

Proc Folder: 948810

Doc Description: ADDENDUM NO_1 HP 12 x 74 Structural Steel H Piles

Reason for Modification:

ADDENDUM NO_1
To correct error: adding the
proper Specifications and Pricing
Page

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2021-10-12	2021-10-21 13:30	CRFQ 0803 DOT2200000061	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

10/19/21 11:35:14
WV Purchasing Division

VENDOR

Vendor Customer Code: VS0000011244

Vendor Name: Consolidated Pipe & Supply Co. Inc

Address: 907 Honeybunch Trl Park

Street: 907 Honeybunch Trl Park

City: Debary

State: Ky Country: United States Zip: 41214

Principal Contact: Brian Hanse

Vendor Contact Phone: 606 298 0333 Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep

304-558-2566

john.w.estep@wv.gov

Vendor
Signature X

FEIN# 63-0418384 DATE 10-18-2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community. .

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one time purchase of Structural Steel H Piles for Project S338-4/1-0.26 00, Saulsbury Run Bridge. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO

DIVISION OF HIGHWAYS
DISTRICT EIGHT - ALL
LOCATIONS
PO BOX 1516
ELKINS WV
US

SHIP TO

DIVISION OF HIGHWAYS
DISTRICT EIGHT -
HEADQUARTERS
1101 N. RANDOLPH AVE.
ELKINS WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Structural Steel H Piles	59200.00000	LB	.8795/lb	\$52,066.40

Comm Code	Manufacturer	Specification	Model #
30102803	New domestic	WVDOH Spec	M270 gr 50

Extended Description:

HP 12 x 74 Structural Steel H Piles, AASHTO M270, Grade 50
(40 pcs. @ 20'-0")

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by: 10:00am	2021-10-15

SOLICITATION NUMBER: CRFQ DOT2200000061

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000061 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☒ Other

Additional Documentation:

Addendum to correct error, CRFQ had the wrong Specifications and Pricing Page attached.
Addendum to add proper Specifications and Exhibit A Pricing Page .

Bid Opening remains 10/21/2021 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

REQUEST FOR QUOTATION
CRFQ 0803 DOT2000000061
Structural Steel H Piles
(0822-0214)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one time purchase of Structural Steel H Piles for Project S338-4/1-0.26, Saulsbury Run Bridge in District 8.
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 H Piles as more fully described by these specifications and detailed in the attached exhibits.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **Structural Steel H Piles**
 - 3.1.1.1 Structural Steel H Piles must be in accordance with West Virginia Division of Highways Standard Specifications Roads and Bridge, adopted 2017 and the current Supplemental Specifications (<http://www.transportation.wv.gov/highways/engineering/Pages/publications.aspx>).
 - 3.1.1.2 Contract Item #1 - HP 12 x 74 Structural Steel H Piles
 - 3.1.3.1 HP 12 x 74 structural steel H Piles shall meet the requirements of AASHTO M270 Grade 50-T2, Fy=50ksi.
 - 3.1.3.2 HP 12 x 74 structural steel H Piles shall be shipped in 40 pieces at 20'-0" lengths.

**REQUEST FOR QUOTATION
CRFQ 0803 DOT2000000061
Structural Steel H Piles
(0822-0214)**

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 total cost as shown on the Pricing Page.

4.2 Pricing Page: Vendor should complete the Pricing Page by submitting a Unit Cost and Total, placed in the appropriate space. Each Item's Total shall be the product of the Quantity multiplied by the Unit Cost. 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.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

REQUEST FOR QUOTATION
CRFQ 0803 DOT2000000061
Structural Steel H Piles
(0822-0214)

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall ship 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 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the WVDOH District 8 Headquarters, 1101 North Randolph Avenue, Elkins, WV 26241, during normal working hours of 7:30am to 4:00pm Monday - Friday. Vendor shall notify district storekeeper at 304-637-0226, 48 hours in advance of delivery to schedule necessary personnel and equipment for unloading. Delivery is an integral part of this purchase order and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and Vendor of unsatisfactory performance in the execution of this purchase order and the requirements herein.
- 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 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 those 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

**REQUEST FOR QUOTATION
CRFQ 0803 DOT2000000061
Structural Steel H Piles
(0822-0214)**

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.


7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

Pricing Page					
RFQ #0822-0214					
Item Number	Quantity	Unit of Measure	Description	Unit Cost	Total
1	59,200	LB	HP 12 x 74 Structural Steel H Piles, AASHTO M270, Grade 50 (40 pcs. @ 20'-0")	.8795/lb	\$ 52,066.40
Grand Total					\$ 52,066.40

Items for Project S338-4/1-0.26, Saulsbury Run Bridge

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000061

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 checked="" 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 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.

Consolidated Pipe & Supply
Company
Ben Hamel
Authorized Signature
10-18-2021
Date

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Brian Hansel Branch Manager
(Name, Title)

Brian Hansel Branch Manager
(Printed Name and Title)

907 Honey Branch Industrial Park Detroit Ky 41214
(Address)

606 298 0333 606 298 0299
(Phone Number) / (Fax Number)

Brian.Hansel@cpspipe.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Consolidated Pipe & Supply CO. INC.
(Company)

Brian Hansel Branch Manager
(Authorized Signature) (Representative Name, Title)

Brian Hansel Branch Manager
(Printed Name and Title of Authorized Representative)

10-18-2021
(Date)

606 298 0333 606 298 0299
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Consolidated Pipe & Supply Co. Inc.

Authorized Signature: Barry Newton Date: 10-15-2021

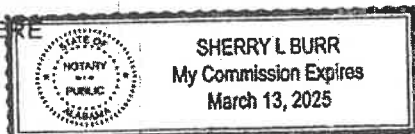
State of Alabama

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 15 day of October, 2021.

My Commission expires 3-13, 2025

AFFIX SEAL HERE



NOTARY PUBLIC

Sherry L Burr

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Consolidated Pymt Supply Address: 907 Honey branch Inn Park
Debord Ky 41214

Name of Authorized Agent: Brian Hinkle Address: 907 Honey branch Inn Park Debord Ky 41214

Contract Number: CRFR DOT 22 000000 61 Contract Description: H Files

Governmental agency awarding contract: WVDOH

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: Barry Howton Date Signed: 10-15-2021

Notary Verification

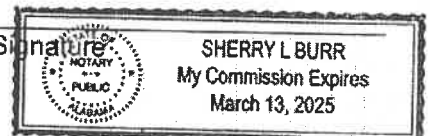
State of Alabama, County of Jefferson:

I, Barry Howton, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 15 day of October, 2021.

Sherry L. Burr

Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____