



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 038C0358 |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN 304-558-2402 |

VENDOR
 *305103446 304-755-9550
 FORM TECH CONCRETE FORMS INC
 ROCK BRANCH INDUSTRIAL PARK
 RT 2 BOX 33
 POCA WV 25159

SHIP TO
 DIVISION OF HIGHWAYS
 DIST. THREE
 624 DEPOT STREET
 PARKERSBURG, WV
 26102-0308 304-557-4645

| | | | | |
|------------------------------|-------------------------|--------------------------|------------------|----------------------------|
| DATE PRINTED 06/24/2008 | TERMS OF SALE NET 30 | SHIP VIA BEST WAY | FOB DELIVERED | FREIGHT TERMS DELIVERED |
| BID OPENING DATE: 07/09/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|------------|--------|
| 0001 | 1 | GL | | 745-67 | 14.46/BAG | |
| <p>EUCO-SPEED</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE EUCO - SPEED RAPID SETTING PATCHING MORTAR OR EQUAL IN 50 LB. BAGS (PRODUCT #083A50)</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS</p> | | | | | | |

RECEIVED
 2008 JUL -8 A 9:40
 PURCHASING DIVISION
 STATE OF WV

| | | | |
|---|-----------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE <i>Kay Jind</i> | TELEPHONE (304) 755-9550 | DATE 7-7-08 | |
| TITLE REGIONAL MGR. | FEIN 38-3179533 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
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| 06/24/2008 | | | | |

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| <p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p> | | | | | | |

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| CERTIFICATION; OR <input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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 <input type="checkbox"/> BIDDER IS A CORPORATION 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. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input checked="" type="checkbox"/> 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 | | | | | | |

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| <p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> | | | | | | |

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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 755-9549 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- GARY Jividen ----- | | | | | | |
| ***** THIS IS THE END OF RFQ 038C0358 ***** TOTAL: _____ | | | | | | |

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| | | |
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| SIGNATURE <i>Gary Jividen</i> | TELEPHONE (304) 755-9550 | DATE 7-7-08 |
| TITLE REGIONAL MGR. | FEIN 38-3179533 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| Item No | Quantity | Description | Unit Price | Amount |
|---------|----------|--|------------|--------|
| | | <p>The successful bidder shall provide 50# bags of Euco Speed or Equal as requested to the West Virginia Division of Highways, District Three Bridge Department, located in Parkersburg, WV.</p> <p>Payment for each delivery will be paid by Visa Credit Card upon receipt of manifest and invoice. This contract will become effective the day it is awarded and will extend for a period of one year or until such reasonable time thereafter as is necessary to negotiate a new contract; such reasonable time will not exceed twelve (12) months. During this reasonable time the vendor may terminate this contract for any reason upon giving the District Three Engineer thirty (30) days notice. This contract may be renewed upon mutual consent of both parties. The renewal can be initiated by either party but must be approved by the District Three Engineer prior to the expiration date of the contract. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.</p> <p>The District Three Engineer reserves the right to cancel this contract for any reason upon thirty (30) days notice to the vendor.</p> <p>Requested deliveries will be by complete pallet(s).</p> <p>Purchasing Card Acceptance: The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The successful vendor must accept the State of West Virginia VISA purchasing card for payment of all orders placed by the WVDOT/Division of Highways as a condition of award.</p> <p>DELIVERY: The above material is to be delivered to the WV Division of Highways, District Three lot, located on Mill Run Road, I-77 and WV 47 Interchange, Parkersburg, WV (Quonset hut).</p> <p>Vendor to notify District Three Bridge Engineer, Cliff Essig, two (2) days prior to delivery at (304) 420-4674</p> <p>0398-IEXP002-023-121-N</p> | | |

EUCO-SPEED is a rapid setting, rapid hardening cementitious material for patching and repair of concrete surfaces. Requiring only the addition of water, EUCO-SPEED is easy to use and can be installed with standard tools, equipment and procedures. It bonds tenaciously to properly prepared concrete and provides a durable patch.

- Bridge decks
- Ramps
- Parking garages
- Pavements
- Walls (formed) and floors
- Marine structures
- Rapid setting for quick repairs
- Rapid high early strength for quick turnaround time
- Easy to use one part system
- Suitable for both interior and exterior application
- Versatility in thickness from 1/2" (13 mm) to 8" (203 mm)

Typical Engineering Data:

Compressive Strengths ASTM C 109, 2" (50 mm) cubes

| | 40°F (4°C) | 72°F (22°C) |
|---------|--------------------|--------------------|
| 3 hours | 1,300 psi (9 MPa) | 1,400 psi (10 MPa) |
| 1 day | 4,000 psi (28 MPa) | 5,000 psi (35 MPa) |
| 3 days | 4,500 psi (31 MPa) | 5,500 psi (38 MPa) |
| 7 days | 5,500 psi (38 MPa) | 6,000 psi (41 MPa) |
| 28 days | 7,000 psi (48 MPa) | 7,000 psi (48 MPa) |

Wheeled traffic @ 70°F (21°C) 6 to 8 hours

Final set time at 72°F (22°C): 18 min

Flow after 5 min per ASTM C 109 105%

Scaling per ASTM C 672 25 cycles none

Length change in water at 28 days

ASTM C 157 +0.102%

Length change in air at 28 days

ASTM C 157 - 0.054%

Appearance-: EUCO-SPEED is a free flowing powder as packaged. After mixing and placing, the color may initially appear slightly darker than the surrounding concrete. While this color will lighten up substantially as the concrete cures and dries out, the repair may always appear somewhat darker than the surrounding concrete.

This product is designed to be finished with a float or broom appearance. A steel trowel finish may be applied but timing of the final trowel is critical and the contractor may have difficulty achieving a smooth finish over a large area.

One 50 lb (22.7 kg) bag of EUCO-SPEED, mixed with .75 gal (2.85 L) of water, will yield approximately 0.41 ft³ (0.012 m³) of mortar. EUCO-SPEED may be extended with up to 25 lb (11.3 kg) of 3/8" (9.5 mm) pea gravel per bag for deep areas. Yield will increase to approximately 0.56 ft³ (.016 m³) per bag.

2 years in original, unopened package.

ASTM C 928 Standard Specification for Packaged, Dry, Rapid-Hardening, Cementitious Materials for Concrete Repairs

One unit of EUCO-SPEED will cover approximately 9.8 ft² (0.91m²) when placed at an average depth of 1/2" (12.7 mm). When one unit of material is extended with 25 lb (11 kg) of 3/8" (9.5 mm) pea gravel, the mixed material will cover 13.4 ft² (1.24 m²) when placed at an average depth of 1/2" (12.7 mm).

Surface Preparation: Concrete surfaces must be structurally sound, free of loose or deteriorated concrete and free of dust, dirt, paint, efflorescence, oil and all other contaminants. Mechanically abrade the surface to a minimum depth of 1/8" (3 mm) to achieve a surface profile equal to CSP 6 in accordance with ICRI Guideline 03732. Properly clean profiled area. **Priming:** Clean and prime exposed steel with DURALPREP AC. Concrete should be primed with a spray or brush coat of DURALPREP AC. Alternately, a Saturated Surface Dry (SSD) concrete surface can be primed with a scrub coat of EUCO-SPEED. The repair must be made before the scrub coat dries out.

Mixing: Small quantities may be mixed with a drill and "jiffy" mixer. Use a paddle type mortar mixer for large jobs. All materials should be in the proper temperature range of 60°F (16°C) to 90°F (32°C). Add the appropriate amount of water for the batch size and then add the EUCO-SPEED. Mix material for about 2 minutes. The mixed product should be quickly transported to the repair area and placed immediately.

Placement: EUCO-SPEED sets quickly, the time available for placement and finishing will be very limited. For patching, spread with a trowel, come-a-long, or square tipped shovel to a thickness that matches the surrounding concrete. Apply by hand troweling.

Finishing: Finish EUCO-SPEED to the desired float or broom finish texture. Do not add additional water to the surface during the finishing operation. If additional liquid is required, use EUCOBAR finishing aid.

Curing and Sealing: Proper curing procedures are important to ensure the durability and quality of the repair. To prevent surface cracking, cure EUCO-SPEED with a high solids curing compound, such as SUPER AQUA-CURE VOX or SUPER REZ-SEAL. In hot, windy or direct sunlight situations, re-wet the surface after the curing compound has dried and cover with polyethylene for a minimum of three (3) days. If a curing compound is not desired, wet cure for a minimum of three (3) days.

Clean tools and equipment with water before the material hardens.

- If used in cold weather, the repair must be kept from freezing for at least 8 hours.
- Do not apply over frozen concrete.
- Do not place material at temperatures below 40°F (4°C).
- No heavy traffic until the product has reached a minimum of 2000 psi (14 MPa).
- In all cases, consult the Material Safety Data Sheet before use.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: *Gary Jividen* - FORM TECH

Authorized Signature: *Gary Jividen* Date: 7-7-03



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 038C0358 |

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|------|
| PAGE |
| 1 |

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|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| MICHAEL AUSTIN |
| 304-558-2402 |

VENDOR

*305103446 304-755-9550
 FORM TECH CONCRETE FORMS INC
 ROCK BRANCH INDUSTRIAL PARK
 RT 2 BOX 33
 POCA WV 25159

SHIP TO

DIVISION OF HIGHWAYS
 DIST. THREE
 624 DEPOT STREET
 PARKERSBURG, WV
 26102-0308 304-557-4645

| | | | | |
|------------------------------|-------------------------|--------------------------|---------------------|----------------------------|
| DATE PRINTED 06/27/2008 | TERMS OF SALE NET 30 | SHIP VIA BEST WAY | F.O.B. DELIVERED | FREIGHT TERMS DELIVERED |
| BID OPENING DATE: 07/09/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|-------------|-------------|--------|
| ADDENDUM NO. 1 | | | | | | |
| CHANGES TO LINE ITEM NO. 1 | | | | | | |
| READS: GL | | | | | | |
| TO READ: LB | | | | | | |
| BID OPENING DATE AND TIME REMAINS 07/09/08 @1:30 P.M. | | | | | | |
| 0001 | 1 | LB | | 745-67 | 14.46 / BAG | |
| | | | | EUCO-SPEED | | |
| ***** THIS IS THE END OF RFQ 038C0358 ***** TOTAL: _____ | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|-----------------------------|-----------------------------------|
| SIGNATURE <i>Alan J...</i> | TELEPHONE (304) 755-9550 | DATE 7-7-08 |
| TITLE REGIONAL MGR | FEIN 38-3179533 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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