

### Request for HEGNUMBER Quotation

669C0019

⊗ PA	GE
	1

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

RFQ COPY TYPE NAME/ADDRESS HERE

Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

DATE PRIN	ITED	TER	IMS OF SAI	F		SHIP	VIA			FOB		FREIGHT TERMS	
02/17/													2000000
BID OPENING DATE	:	02/25/	2009	500000000000000000000000000000000000000	1000000000			BID	OPENING	TIME	01	:30PM	
LINE	QUAI	VTITY	UOP	CAT NO		ITEM N	JMBER.		Ü	NT PRICE		AMOUNT	
				OS. OS. OS. OS.	.030.030.			<u> </u>			<u> </u>		
			Λ	DDEND	IIM	NO. 3					-		
			,	J.J.,,11,	011	110. 3							
	ADD:	CONTRA	CTORS	LICE	NSE	EXHI	BIT	ATTA	CHED				
	ptn op	ENTHO		4 414 4	T 84 F	DF14.4	T110						
· Tanana	DID OF	ENTAG	DAIE	I UNA	IME	KEMA.	INS	02/2	5/09 a	1:30	P.M.		
	NO OTH	ERE CH	ANGES									'	
	}	İ											
0001			LS		015	-28-07	7 A N	,					
		1	L 3		713	-20-0	<i>,</i> – υ υ	T					
	EXPANS:	ION JO	INT S	YSTEM						·			*******
			l										
												•	
			-										
			ĺ	***************************************									
	*****	THIS	IS T	HE EN	וס כ	FRFQ	6	59C0	019 ***	*** T(	TAL:		
		ĺ								•		W-11	
		[		7							100000	•	
		1									) E211 <i>1</i>		
										11500	? [[] \	C.J	
			1										
			1					Ì	Z!	109 FEB	25 A	8:12	
			1					l	<i>i</i> .	ACHAS	ilyo ni	YISION	İ
			-							Sim	E OF L	W. Carlotte	
												A CONTRACTOR OF THE STATE OF TH	
,								.					
		ļ										•	
				SEE REVI	HSE:	SIDE FOR T	ERMS A	ND CON	DIFIONS		<u> </u>		5550
SIGNATURE =	87 W	<b>7</b> ¬	a a a sua	and the second		TELEPHO	NE		4.4	DATE	2 2 4 . 0 0	<b>33</b>	
TITLE A	=/\ /\	FEI	<b>I</b>	E e -				U4) (	623-38			2-24-09	
<u> </u>	<u> </u>			<u> </u>	6	447	<u> </u>	····	ADI	OMESS CH	ANGES T	O BE NOTED ABOVE	



≫00Zm<

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

### Request for Quotation

S H P

T O 669C0019

PAGE

WADDRESSIGORHESPONDE	
MAININKERS EINBRESSONNE	ALCO TO A TO CARRION
CANDED APPLICATIONS OF THE PERSONS OF A PARTY.	1400 (CO 253 FCIVITION

MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

RFQ COPY
TYPE NAME/ADDRESS HERE

Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

DATE PRINT		TER	MS OF SAL	5		SHIP VIA		F.(	).B.		FREIGHT TERMS
02/09/ BID OPENING DATE:		00 (05 (	~~~								
	0.000.000000000000000000000000000000000	02/25/	814000000000000000000000000000000000000	725			ID O	PENING	TIME	01	:30PM
LINE	QUAI	YTITY	UOP	CAT NO:	ιτe	M NUMBER		UNIT	PRICE		AMOUNT
	REPLAC WITH T	E PAGE HE ATT	S 7 &	8 A	UM NO. ND PAG 8 AND :	2 ES 20 1 20 THRO	THROU DUGH	GH 39 39.			
	BID OP	ENING	DATE	AND T	IME CH	ANGED					
	FROM:	02/11	/09 A	Г 1:3	0 P.M.		Ì				
	то:	02/25	/09 A	1:3	0 P.M.						
	нто ои	ER CHA	NGES								
0001	EXPANS	len jo	LS INT S	-	915-28	-07-001					
	<b>***</b> **	тніѕ	IS T	IE ENI	OF RF	∓Q 66	90001	19 ***	** TOT <i>t</i>	\L :	
	000000000000000000000000000000000000000										
IGNATURE -		7		SEE HEV	⇒rs⊭side F(	OR TERMS AN TELEPHO	NE		lda.	TE	
TIE A	<u> </u>	Z Feir	J			(30	<u> </u>	<u> </u>	14		2-24-09
ASSISY	Sec		<u> </u>	<u>50-0</u>	01 94	<u>-71</u>	·····	ADDF	ESS CHANG	BES T	O BE NOTED ABOVE



VENDOR

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

# Request for

\$H-p

Ť

669C0019

888 PA	GE 🔆
	1

WADDHESSIOOGHESRONDENOEMOVATHENHONIOE

MICHAEL AUSTIN 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

DATEPRIN	TED	TER	IMS OF SAL	E	SHIP	VA		F.O.B.		FREIGHT TERMS
02/03/ BID OPENING DATE	2009									
BID OPENING DATÉ		02/11/	2009		•	BTD	רואינוס	NG TIME	01	1-30PM
LINE	QUAN		UOP	CAT NO	ITEMNU		7	UNITPRICE		AMOUNT
				NO						AWGUNI
				7.00		ä				
				ADD	ENDUM NO.	. Т				
	İ									
•	L		L							
	BID OF	ENING	DATE	AND T	IME CHANG	ED				
			,							
	FROM:	02/04	/09 A	r 1:3	0 P.M.					
	L					•				•
•	ro:	02/11	/09 A	r 1:3	0 P.M.					
										•
·										
	ро отні	ER CHA	NGES							
							·			
0001			LS		915-28-07	-001				
	1	1	. [					•	İ	
	EXPANS.	ION JO	INT S	YSTEM		•				
				1						
				İ						
	*****	THIS	IS T	IE EN	OF RFQ	669C0	19 *	**** TO	ral:	
			•					-		
				-						
		· i								
			1							
•			1							
				1						
				1						
				I						
	'									
			1							
			***************************************							
			<b>!</b>	SEEREV	ERSE SIDE FOR T	ERMS AND CON	DITIONS		<b>.</b>	
IGNATURE	= 7-21	7				TELEPHONE			DATE	
	-7_K	FE	IN			(304) 4	23-		<u></u>	2-24-09
ASSISY.	Śec.	l t	" <i>S</i>	50 -	61 4471			ADDRESS CH	ANGES	TO BE NOTED ABOVE
LAMI					T NIANAT" ANIIN			>= 4D~\/E   4		



# Request for Quotation 669C0019

- P/	GE
	1.

MICHAEL AUSTIN 304-558-2402

BY ORDER

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED

RFQ COPY TYPE NAME/ADDRESS HERE

> Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

01/21	/2009	leH!	MS OF SALE	SHIP VIA	F.CAB	FREIGHTTERMS
BID OPENING DATE	3: ************************************	02/04/2		BID	OPENING TIME O	1:30PM
LINE	QUAN	TITY	UCP CAT.	ITEM NUMBER	UNITPRICE	AMOUNT
0001	EXPANS	1	LS	915-28-07-001		
			OPEN	END CONTRACT		
	NECESSA AND DEC SYSTEM	ARY FOR CK CONS OR APP	R INSTALLA STRUCTION PROVED EQU	MATERIAL, AND E TION OF SEALED B JOINTS (X.J.S EX AL) FOR THE WEST R THE ATTACHED S	RIDGE EXPANSION PANSION JOINT VIRGINIA	
	IHE ACCINTENDE PARTICUALTERNA LITERATINFORMA REJECTITO WAIVIN ACCO	EPTABLED TO RILAR BRITES SHURE AND TON OF MINDERDANCE	E LEVEL O EFLECT A AND OR VE OULD SO S D SPECIFI OR ANY AL THE BID. R IRREGUL WITH SEC	TATE AND INCLUDE CATIONS. FAILUR TERNATES MAY BE THE STATE RESER	ND ARE NOT VOR ANY HO ARE BIDDING PERTINENT E TO PROVIDE GROUNDS FOR VES THE RIGHT DR SPECIFICATIONS DF THE WEST	
	CURRENT IS ISSU MUST AC CARD FO	ED THREE CEPT TI R PAYMI	LIZES A V OUGH A BA HE STATE	NK. THE SUCCESS DF WEST VIRGINIA L ORDERS PLACED	ARD PROGRAM WHICH FUL VENDOR VISA PURCHASING	
IGNATURE		•	SEE REV	ERSE SIDE FOR TERMS AND CONI TELEPHONE		
TLE	7NE	7 IFEIN		(304)	623-3844 DATE	2-29-09
<u> </u>	Sec		<u> 550 - 6</u>	1 4471	ADDRESS CHANGES	TO BE NOTED ABOVE



# Request for Quotation

669C0019

REQIVUMBER

PA	9E⊹⊹⊹
	2

MICHAEL AUSTIN
304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

> Specialty Groups, Inc. PO Box 96 idgeport, WV 26330-0096

DATE PRI	000000000000000000000000000000000000000	TI	RMS OF SA	£	SHIP	VIA	Fic	B	FREIGHT TERMS
01/21. BID OPENING DATE		00/04	/AAAA						
100000000000000000000000000000000000000	S140 000 000 000	02/04	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8				OPENING	TIME O	:30PM
LINE	QU	INTITY	UOP	CAT NO	ITEMNI	JMBER	UNIT	PRICE	AMOUNT
				•					
	CVUID	f 70° "7							
	EXHIB	115							
	LIFE (	OF CON	RACT:	ТН	IS CONTRA	ACT RECO	MES EFFE	CTIVE ON	
							PERIOD O		-
1100	YEAR C	OR UNT	L SUC	H "RE	ASONABLE	TIME" T	HEREAFTE	R AS IS	
W. W. W. W. W. W. W. W. W. W. W. W. W. W	NECESS	SARY TO	OBTA	IN A	NEW CONTI	RACT OR	RENEW THE	=	
	DRIGIN	VOEED T	TRACT	TH	E "REASO! MONTHS.		ME" PERI		
	TIME	THE VE	MELVE	MAV T	MUNIHS. FOMTNATE	DOKTNO	THIS "RI	EASONABLE	
	REASON	I UPON	GIVIN	G THE	DIRECTOR	OF PUR	CHASING	JK ANY 30 Dave	
	WRITTE					, .,		JU DAIS	
				1					
	UNLESS	SPECI	FIC P	ROVIS	IONS ARE	STIPULA	TED ELSE	HERE	
	TN 1HT	S CONT	RACT	DOCUM	ENT, THE	TERMS,	CONDITION	S AND	
	CONTRA		HEKEI	N AKE	FIRM FUR	C THE LI	FE OF THE		
				I					
•	RENEWA	L: THI	S CON	TRACT	MAY BE R	RENEWED	UPON THE	MUTUAL	
	WRITTE	N CONS	ENT O	F THE	SPENDING	HINU (	ND VENDOR	₹.	
	SUBMIT	TED TO	THE	DIREC	TOR OF PU	IRCHASIN	G THIRTY	(30)	
	DAYS P	KIOK I	OTHE	EXPI	RATION DA	TE. SU	CH RENEWA	L SHALL	
	DE TH	ACCURD AL CON	TDACT	VMD ATIM	INE LEKMS	AND CU	NDITIONS TO TWO	OF THE	
	(1) YE			MILL	DUALL DE	TIMIT LED	IU IWU (	2) UNE	
	CANCEL	LATION	: THE	DIRE	CTOR OF P	URCHASI	NG RESERV	ES THE	
	RIGHT	TO CAN	CEL T	IIS C	INTRACT I	MMEDIAT	ELY UPON	WRITTEN	
	NOTICE	TO TH	E VEN	OR IF	THE COM	MODITIE	S AND/OR	SERVICE	
	SUPPLI TO TUE	EU AKE	UF AN	INFE	ERIOR QUA	LITY OR	DO NOT C	ONFORM	
	וט וחב	SECT	LICAI	UNS	THE BI	D AND C	ONTRACT H	EREIN.	
	OPEN M	ARKET	CLAUSE	: THE	DIRECTO	R OF PIN	RCHASING	MAV	
	AUTHOR	IZE A	SPEND]]	NG UN	IIT TO PU	RCHASE (	ON THE DP	EN	
	MARKET	, WITH	DUT TH	E FIL	ING OF A	REQUIS	ITION OR	COST	
				SEEREVI	ERSE SIDE FOR T	ERMS AND COM	nitions	j	
SIGNATURE	5721	Z				TELEPHONE		DATE	
TILE A F.	2/20	FE FE	IN	<b>A.</b>		(304)	<u> 623-3840</u>		2-24-09
	Sec.			<u>550-</u>	61 4471				TO BE NOTED ABOVE
WHI	EN RESPO	JNDING "	O RFQ,	INSERT	NAME AND	ADDRESS II	N SPACE ABO	OVE LABELE	D 'VENDOR'



MODZINA

RFQ COPY

TYPE NAME/ADDRESS HERE

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

### Request for Quotation

669C0019

\*\*\*ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF MICHAEL AUSTIN

304-558-2402 DIVISION OF HIGHWAYS

Specialty Groups, Inc.

PO Box 96 Bridgeport, WV 26330-0096 VARIOUS LOCALES AS INDICATED BY ORDER

01/21/	*******		INIS UF SAI		310	VIA	F.C.B	FREIGHTTERMS
BID OPENING DATE	:	02/04/	2009			BID	OPENING TIME	01:30PM
LINE	QUAN	VTITY	UOP	CAT NO:	ITEM N	JMBER	UNITPRICE	AMOUNT
				100000000000000000000000000000000000000				
	ESTIMA	TE, IT	EMS S	PECIF	IED ON T	HIS CONT	RACT FOR	
	IMMEDI	ATE DE	LIVER	Y IN	EMERGENC	IES DUE	TO UNFORESEEN	
	PODTAT	TON OD	ODING	BUT	NOT LIMI	TED TO E	ELAYS IN TRANS- IN THE VOLUME	•
	OF WOR		AN U	IMMIT	CILWIED	INCREASE	IN THE VULUME	
							70 P. C. C. C. C. C. C. C. C. C. C. C. C. C.	
	QUANTI	TIES:	QUANT	ITIES	LISTED	IN THE R	EQUISITION ARE	
	THE ST	TWWITT	NS UN	LY, B	ASED ON I	ESTIMATE	S SUPPLIED BY TOOD AND AGREE	
	THAT T	HE CON	TRACT	SHAL	L COVER	THE DUAN	TITIES ACTUALLY	,
	ORDERE	D FOR	DELIV	ERY D	URING THE	E TERM O	F THE CONTRACT	
	WHETHE	R MORE	OR L	ESS T	HAN THE	ITITMAUÇ	ES SHOWN.	
	DDDEDT	ngg ak	CEDIIB	. ep	ENDING III	UTTICS C	HALL ISSUE A	
	WRITTE	N STAT	E CON	TRACT	ORDER (I	LUBW NIIW ATICOL 2	BER WV-39) TO	
	THE VE	NDOR F	DR CO	ICOMP	TIES COVE	ERED BY	THIS CONTRACT.	
	THE OR	IGINAL	COPY	OF T	HE WV-39	SHALL B	E MAILED TO THE	
	MATIED	AS AU	LHURT	ZATIO	N FOR SHI	CPMENT,	A SECOND COPY A THIRD COPY	
	RETAIN	D BY	THE S	PENDI	NG UNIT.	LON, AND	A INIKU CUPY	
	BANKRUI	PTCY:	IN T	IE EV	ENT THE \	/ENDOR/C	ONTRACTOR FILES	
	CALLY I	MKKUPI Mili Di	UD VO	ITECT	IUN, IHIS	S CUNIKA PMINATED	CT IS AUTOMATI- WITHOUT FURTHE	'n
	ORDER.			,	10 10 1	/1141/W.I.E.D	MILLION LOKINE	N.
	L							
	THE TER	RMS AND	CON	OITIO	NS CONTAI	NED IN	THIS CONTRACT	
	CONDITI	IONS W	ITCH N	AY ANI	DEVE ON	SEQUENT	TERMS AND ACHED PRINTED	
	DOCUMEN	ITS SU	CH AS	PRIC	E LISTS,	ORDER F	ORMS, SALES	·
	AGREEME	ENTS OF	AIW S	ITENA	NCE AGREE	MENTS,	INCLUDING ANY	
	ELECTRO	INIC ME	EDIUM	SUCH	AS CD-RO	IM.		
	REV. 04	111/2	001	.				
J				SEEREV	ERSE SIDE FOR T			1
SIGNATURE _	212	-, - <del></del>			· · · · · · · · · · · · · · · · · · ·	TELEPHONE 304)	623-3844 OA	P0-29-5
ME ASSISV.	Sec.	FEI	√ 5 ±	0-6	1 44-71	.t		RES TO BE NOTED ABOVE



# Request for Quotation

669C0019

RFO NUMBER

PAGE 4

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

моозшк

RFQ COPY
TYPE NAME/ADDRESS HERE

Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

01/21/2009	TERNS OF SALE	SHIP VIA	FOB.	FREIGHT TERMS
Colfo Company to the total control of the colforer	02/04/2009	BID	OPENING TIME O	L:30PM
LINE QUAI	NTITY UGP CAT	ITEM NUMBER	UNITPRICE	AMOUNT
				Awode
EXHIBI	T 10			
		REQUISITION	NO.: .669.CO	PIY
ADDEND	UM ACKNOWLEDGEN	(EMT		
, , , , , , , , , , , , , , , , , , ,	ON MONTEDGE	IEN 1		
I HERE	BY ACKNOWLEDGE	RECEIPT OF THE FO	LLOWING CHECKED	
Anneun	UM(S) AND HAVE	MADE THE NECESSAR	Y REVISIONS TO MY	•
FRUPUS.	AL, PLANS AND/L	R SPECIFICATION,	ETC.	
ADDEND	UM NO.'S:			
	E III			
NU. 1	. SHE).			
NO. 2	. SHE.			
	2100			
NO. 3	SHE)			
NO. 4				
NO. 5 .	• • • • • • •			
T UNDER	STAND THAT FAT	LUDE TO COLUMNIA		
ADDENDU	JM(S) MAY BE CA	LURE TO CONFIRM THUSE FOR REJECTION	HE RECEIPT OF THE	
VENDOR	MUST CLEARLY U	NDERSTAND THAT ANY	VERBAL	
REPRESE	ENTATION MADE D	R ASSUMED TO BE MA	DE DURING ANY	
AND ANY	STATE PERSONN	BETWEEN VENDOR'S R EL IS NOT BINDING.	REPRESENTATIVES ONLY THE	
INFORMA	TION ISSUED IN	WRITING AND ADDED	TO THE	
SPECIFI	CATIONS BY AN	OFFICIAL ADDENDUM	IS BINDING.	
dimension of the control of the cont			and the second s	
·			VS I	, and the second
***		SIG	NATURE	
	SEERE	VERSE SIDE FOR TERMS AND CONC	NTIONS	
IGNATURE TO A	7	TELEPHONE	23-3849 DATE	2 2 4 4 5
ASSISJ. Sec.	FEIN	61-4471	ADDRESS CHANGES	2-24-09
WHEN BEEDO	NDING TO DEC INCER	T NAME AND ADDRESS IS	SPACE ABOVE LABELET	A DE MATER WROAF



# Request for Quotation

669C0019

REQNUMBER

PAGE.

MICHAEL AUSTIN
304-558-2402

3000EM4

RFQ COPY
TYPE NAME/ADDRESS HERE

Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

DATE PRINTED	TERMS OF SALE	SHIP VIA	FO.B.	FREIGHTTERMS
01/21/2009				
	4/2009	BID	OPENING TIME O	1:30PM
LINE QUANTITY	UOP CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
		. Special	Ly. 6.00.2 p.s., 7 MPANY .09	uc.
		2-24. Da	-09 TE	•
REV. 11/96				
WORKERS' C A CERTIFIC	OMPENSATION: ATE FROM WOR	VENDOR IS REQU KERS' COMPENSATI	IRED TO PROVIDE ON IF SUCCESSFUL.	
	пот	ICE		
A SIGNED B	ID MUST BE S	UBMITTED TO:		
PURCH BUILD 2019	TMENT OF ADM ASING DIVISIONS ING 15 WASHINGTON S ESTON, WV 25	DN		
THE BID SH THE ENVELO	OULD CONTAIN PE OR THE BIL	THIS INFORMATION MAY NOT BE CON	N ON THE FACE OF SIDERED:	
SEALED BID				
BUYER:		33		
RFQ. NO.:		66900019		
BID OPENING		Z- <u>Z5-09</u>		
SIGNATURE	SEE REVI	ERSE SIDE FOR TERMS AND CON		
STNG		TELEPHONE (304)6	3844 DATE	2-24-09
Assist. Scc.	550-	61 4471	, , , , , , , , , , , , , , , , , , , ,	TO BE NOTED ABOVE



### Request for RECNUMBER Quotation

669C0019

P∧	GE 🔆
	6

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

RFQ COPY TYPE NAME/ADDRESS HERE

> Specialty Groups, Inc. PO Box 96 Bridgeport, WV 26330-0096

01/21/	W22.7855.7857.7857.787	TER	MS OF SA	£	5H	IP VIA		FOB		FREIGHT	TERMS
BID OPENING DATE		02/04/	2009	·····		BID	OPEN	NG TI	ME O	L:30PM	
LINE	QUAN	THY	UOP	CAT. NO	пемл	NUMBER		UNITERI		AMC	ÚNT
	BID OP	ENING	TIME:		/: 3	50 P.M.				-	
	PLEASE TO CON	PROVI	OU RE	GARDI	UMBER IN NG YOUR		IS N	ECESS	ARY		
	CONTACT			1	PRINT C	LEARLY):	adri man man pay yay		No. Mari		
	****	THIS	IS T	IE EN	D OF RFQ	66900	019 *	****	TOTAL:		
	,					THE PROPERTY OF THE PROPERTY O					
T TOTAL TOTA			The second secon								
		,	And were proported and the second second second second second second second second second second second second	All Printerport and Alberta and Approximation and the							TOTAL PARTY OF THE
AGNATURE STILLE	7.40	7 7 2  FEIN	 			TERMS AND CONT TELEPHONE (304) 6	23-3		DATE	2-24-09	
<del>/\SS/s\/ :</del> WHE	ン <u>e</u> C N RESPO	VDING TO	ک O RFQ, i	SO- 6 NSERT	5/ - <u>4-4-</u> NAME AND	ADDRESS IN	V SPAC	AUDRESS E ABOVE	CHANGES :	O BE NOTED A	BOVE

### 1. SPECIFICATIONS

The following sections of the West Virginia Department of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 103.6, 104.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.7, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.21, 107.23, 108.3, 108.5, 108.7, 108.8, 109.1 and 109.2.

The terms "Contractor" and "Vendor" used in the specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Highways' Standard Specifications Roads and Bridges adopted 2000 and the current Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways Contract Administration Division 1900 Kanawha Blvd., East, Bldg. 5, Rm. A722 Charleston, West Virginia 25305

### 1.1 Test

On structures where paint will be removed in the joint area and/or paint chips are present on the abutment seats and/or pier caps below a joint to be repaired the District shall obtain a sample of the total paint System and have it tested for copper, magnesium, manganese and the eight (8) Resource Conservation and Recovery Act (RCRA) metals (total). Results of the test for the heavy metals shall be listed on the State Contract Purchase Order (SCO).

If no paint is removed during cleaning operations and there are no paint chips on abutment seats and/or pier caps then the SCO will state material is non-hazardous.

## 1.2 X.J.S EXPANSION JOINT SYSTEM (or Approved Equal)

- 1.1.1 Two Component Silicone Sealant: Dow Corning 902 RCS Joint Sealant by DOW Corning Corporation.
- 1.1.2 Polymer Nosing System: Silspec<sub>®</sub>900 Polymer Nosing System by SSI Construction & Industrial Material.
- 1.1.3 Primer for Carbon and Weathering Steel: PPG MetalHide® One-Pac Inorganic Zinc Rich Primer (97-676 Series) by PPG Industries.

1.1.4 Primer for Carbon Steel and Concrete: Dow Corning® 5200 Adhesion Promoter by DOW Corning Corporation.

1.1.5 Closed-Cell Backer Rod: Sof® Rod by Nomanco Inc.

### 1.3 DRY-CLEAN

This will consist of cleaning by dry methods all loose dirt and debris, as directed by the Engineer, from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints. Collection may include the use of brooms, brushes, shovels, wheelbarrows, buckets, vacuums, or other suitable means. Dirt and debris shall be disposed of as specified in paragraphs 2.2 and 2.3, except the pre-construction dirt and debris from the bridge deck, parapets and expansion joints collected shall be redistributed by the contractor along the roadway shoulder as directed by the Engineer.

### 1.4 MOBILIZATION

The work shall consist of the performance of preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of any facilities necessary to begin work. The contractor shall mobilize and begin work no later than 15 calendar days after starting date specified in the State Contract Order (SCO). At the end of the first day of work on any SCO, the contractor shall be entitled to payment for mobilization.

### 1.5 MAINTAINING TRAFFIC

Traffic shall be maintained in accordance with Section 636 of the West Virginia Department of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening.

### 2. PROJECT CLEAN UP

- 2.1 After installation of joint seal(s) and before the project is accepted as complete, all abutment seats, pier caps, concrete slope protection, etc., shall be cleaned(as directed by the Engineer)by dry methods (Para. 1.3) of all fugitive material and debris associated with performance of the contract. All fugitive material and debris must be removed and properly disposed of by the vendor. Disposal shall be as specified in paragraph 2.2 or paragraph 2.3. The project site must be left in a neat and clean condition meeting the approval of the engineer.
- 2.2 Disposal Non-Hazardous: If the SCO states material is non-hazardous then the "Waste material from cleaning operations" shall be collected, properly containerized, labeled and disposed of as non-hazardous waste by the contractor. Non-hazardous waste material shall be disposed of in accordance with local state and federal regulations. A copy of the land fill disposal receipt shall be given to the Engineer.

2.3 Disposal Hazardous: "Waste material from cleaning operations" <u>not</u> identified on the SCO as non-hazardous shall be collected, properly containerized, labeled and disposed of as hazardous waste by the contractor.

A copy of the land fill disposal receipt shall be given to the Engineer.

### 3. ENVIRONMENTAL PROTECTION

- 3.1 The Contractor shall provide a containment/disposal control plan for each SCO awarded in accordance with M.P. 688.03.20. The specific pollution control system which is proposed for the complete capture, containment, collection, and disposal of the waste material generated by cleaning operations shall be included in the plan.
- 3.2 The installation of joints on existing bridges under this contract may include bridges that have an existing coating on the joints containing toxic metals. The test results on the SCO will notify the Contractor if toxic metals are present on the expansion joints.

The Contractor shall protect the ends of girders, stringers, diaphragms etc., about the expansion joint during cleaning operations. Any damage to the ends of girders, stringers, diaphragms etc., found by the Engineer, as a result of the cleaning operation shall be repaired, to the satisfaction of the Engineer, at the Contractor's expense. If the Contractor fails to protect the ends of said bridge components and coating is removed and the SCO stated material is non-hazardous, then the Contractor shall test waste material for the 8 RCRA metals specified in paragraph 1.1, if the test for heavy metals is positive, then the Contractor shall dispose of the waste material as hazardous waste. The cost for testing and additional cost for hazardous waste disposal shall be at the Contractor's expense.

Environmental protection, in accordance with Paragraph 688.3.3.6 of the West Virginia Division of Highways Standard Specification Roads and Bridges adopted 2000, as modified by the current Supplemental Specifications at time of bid opening, except as follows:

3.3 Containment for all sand blasting operations shall be Class 4A (except no overhead encapsulation is required above deck level). Containment for all other operations not requiring sand blasting shall consist of ground covers and/or free-hanging tarpaulins. During all operations the Contractor shall protect the environment (water, soil, & vegetation), private property, pedestrian, vehicular, and other traffic on, underneath and adjacent the structure from fugitive material. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at the time of bid opening.

### 4. WAGE RATES

The Contractor or subcontractor shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates as established for Various Counties pursuant to West Virginia Code 21-5A et seq.

The West Virginia Division of Labor Wage Rates may be obtained from the following web site: <a href="www.state.wv.us/csr/">www.state.wv.us/csr/</a>, the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Engineering Division, Technical Section or from the West Virginia Division of Labor at the following address:

West Virginia Division of Labor Building 6, Room 749-B 1900 Kanawha Boulevard, East Charleston, West Virginia 25305-0570

### 5. INSURANCE REQUIREMENTS

Prior to issuance of any State Contract Order (SCO) contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the West Virginia Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at the time of bid opening.

### 6. BIDDING INSTRUCTIONS

Vendor shall bid all Items on the bid schedule.

Any qualification of bid or any modification of the specifications or conditions governing the bids may be cause for rejection of bids.

Bids may be submitted for one or more Districts. When quoted prices vary between Districts separate bid schedules must be submitted clearly indicating the District for which bid prices applies. Quoted prices shall apply to all locations within the District(s) indicated on the bid schedule(s). A map outlining the ten Divisions of Highways' Districts is attached.

The quoted unit price for all bid items shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

### 7. CONTRACT AWARD

A contract will be awarded to all qualified vendors who submit a valid bid.

In the event a Contractor fails to conform to the requirements of this contract document, the State Contract Order (SCO) or the Governing Specifications, the SCO may be cancelled and reawarded to the next low bidder.

The state of West Virginia reserves the right to make multiple awards of this contract when it is in the best interest of the State.

### 8. **DETERMINATION OF LOW BID**

A bridge or pair of bridges (opposite structures on multi-lane highways) may be designated as a project.

State Contract Orders (SCO's) for installation of sealed joints will be based on the lowest overall total cost of the combination of Items A though Y required for the completion of the project.

### 9. PERFORMANCE

The vendor shall mobilize and start work within fifteen (15) days of the date specified in the State Contract Order (SCO) for a project. All work shall be completed within thirty (30) calendar days after the starting date, except as approved by the engineer. The work shall be scheduled in an efficient manner in order to reduce traffic delays and prevent unnecessary traffic control expenses.

### 10. DESCRIPTION OF WORK

- 10.1 Ordinary Joint Repair Preparation
  - 10.1.1 Type A Joint (Sliding Plate): Remove cover portion of sliding plate joint assembly (see Typical A).
  - 10.1.2 Type B Joint (Preformed Elastomeric): Completely remove existing elastomeric seal material see Typical C).
  - 10.1.3 Type C Joint (Strip Seal): Completely remove existing strip seal material (see Typical E).
  - 10.1.4 Type D Joint (Saw & Seal Construction Joint): Saw, re-saw and/or clean 1" deep by 1/4" wide grove (see Typical G).
  - 10.1.5 Type E Joint (Silicone): Completely remove silicone joint and backing material (see Typical J).
- 10.2 Extraordinary Joint Repair Preparation (See Typical B, D, F or H): Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or backwall.
- 10.3 Structural Concrete Repair of Bridge Deck and/or backwall (see Typical B, D or F): Prepare contact surfaces and exposed reinforced steel by cleaning and sand blasting. Repair and/or replace reinforcing steel. Form, place and cure Structural concrete (Class B or Class K) in accordance with Section 601 of the referenced Division of Highways Specifications. Concrete shall be furnished by the Division of Highways.

- 10.4 Install Polymer Nosing System (see Typical A, B, D, F, or H): Prepare all contact faces by sand blasting and priming. Supply, form, place and cure approved Polymer Nosing System in accordance with manufacturer's recommendations.
- 10.5 Install Silicone Joint Seal (see Typical A, B, C, D, E, F, G, H or J): Prepare all contact faces by sand blasting and priming. Install backing material. Place and cure approved two component silicone seal in accordance with manufacturer's recommendations.
- 10.6 WVDOH Supplied Joint Material (Replaces Silicone Joint in Typical A, B, C, D, E, F, G, H or J): Joint material supplied by WVDOH for installation by the Contractor in lieu of the silicone joint material specified in 10.5 above. Prepare all contact faces and install in accordance with manufactures recommendations.

### 11. METHOD OF MEASURE

- 11.1 Ordinary Joint Repair Preparation: Ordinary joint repair preparation will be measured by the lineal foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually.
- 11.2 Extraordinary Joint Repair Preparation: Extraordinary joint repair preparation will be measured by the lineal foot parallel to the centerline of the joint. Each side of the joint shall be measured and paid individually.
- 11.3 Structural Concrete Repair of Bridge Deck and/or Backwall: Structural concrete Repair will be measured in cubic yards, completed in place, as determined by actual field dimensions taken prior to placement of the concrete. No deduction will be made for the 1 1/2" deep x 3 1/2" wide notch for the polymer nosing material.
- 11.4 Polymer Nosing System: Installation of polymer nosing system will be measured by the pre-packaged whole unit. A whole unit equals 1728 cubic inches (one cubit foot).
- 11.5 Silicone Joint Seal: Installation of poured in place two component silicone joint seal material will be measured by the lineal foot along the centerline of the joint.
- 11.6 Project Clean UP: The cleaning of abutment seats, pier caps, expansion joints, concrete slope protection, etc., as directed by the Engineer, shall be the total square feet of surface area cleaned.
- 11.7 Worker Protection: The pay quantity for worker protection items such as change areas, protective clothing, respirators etc. per the requirements of 29 CFR 1926.62, shall be lump sum.

- 11.8 Disposal of Waste Material: The pay quantity for the disposal of hazardous and non-hazardous waste materials, including partial drums, shall be per drum.
- 11.9 Primer and Backer Rod: The Pay quantity for primer and backer rod shall be included in the lineal foot cost of the silicone joint seal material.
- 11.10 WVDOH Supplied Joint: Installation of the WVDOH supplied joint material will be measured by the lineal foot, (including installation cost for adhesive, primer, etc.), along centerline of the joint.

### 12. BASIS OF PAYMENT

The quantities, as determined in paragraph 11 (Methods of Measure), will be paid for at the unit price bid for Items B through O and Items V through Y listed on the Bid Schedule(s), which price and payment shall be full compensation for furnishing all materials and doing all work prescribed in paragraph 10 (Description of Work) and paragraph 2 (Project Clean Up).

### 13. PAY ITEMS

Item A: Mobilization

Item B: Ordinary Repair Preparation, Type A Joint (Sliding Plate) (see Typical A).

Item C: Ordinary Repair Preparation, Type B Joint (Elastomeric Seal) see Typical C).

Item D: Ordinary Repair Preparation, Type C Joint (Strip Seal) (see Typical E).

Item E: Ordinary Repair Preparation, Type D Joint (Sawed Construction Joint) (see Typical G).

Item F: Ordinary Repair Preparation, Type E Joint (Silicone Joint) (see Typical J).

Item G: Extraordinary Repair Preparation (0.25 cubic feet or less) All Joint Types. Where the combined volume of the joint assembly and the deteriorated concrete removed from a single side of the joint is 0.25 cubic feet or less per lineal foot of the repair (see Typical B, D, F or H).

Item H: Extraordinary Repair Preparation (greater than 0.25 cubic feet) All Joint Types. Where the combined volume of the joint assembly and deteriorated concrete removed from a single side of the Joint exceeds 0.25 cubic feet but is less than 1.0 cubic foot per lineal foot of the repair (see Typical B, D, F or H).

Item I: Structural Concrete Repair (see Typical B,D OR F).

Item J: Polymer Nosing System Installed (see Typical A, B, D, F & H).

Item K: Silicone Joint Sealant Installed (1" or less wide)

Item L: Silicone Joint Sealant Installed (1-2 inches), Greater than 1" not more

than 2" wide

Item M: Silicone Joint Sealant Installed (2-3 inches), Greater than 2" not more

than 3" wide

Item N: Silicone Joint Sealant Installed (3-4 inches), Greater than 3" not more

than 4" wide

Item O: WVDOH Supplied Joint Material

Item P: Traffic Control Devices

Item Q: Flagger

Item R: Electric Arrow

Item S: Temporary Traffic Signal

Item T: Warning Lights

Item U: Traffic Director

Item V: Worker Lead (Toxic Metal) Protection

Item W: Project Clean Up of Expansion Joints, Abutments & Piers

Item X: Disposal of Non-Hazardous Waste Material

Item Y: Disposal of Hazardous Waste Material

### 14. VENDOR'S INVOICES

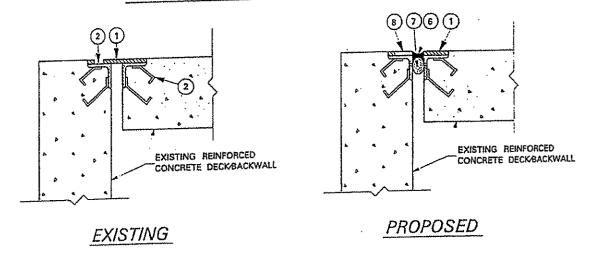
Vendor's invoices must be submitted in original and one copy and contain the following:

14.1 This Division of Highways Purchase Order Contract number and State Contract Order (SCO) number.

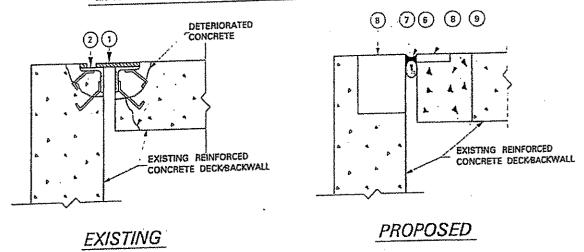
14.2 Total quantity and unit price with the total cost of each item of work completed on the SCO.

# TYPE A JOINT SLIDING PLATE

## ORDINARY PREPARATION (TYPICAL A)



## EXTRA-ORDINARY PREPARATION (TYPICAL B)

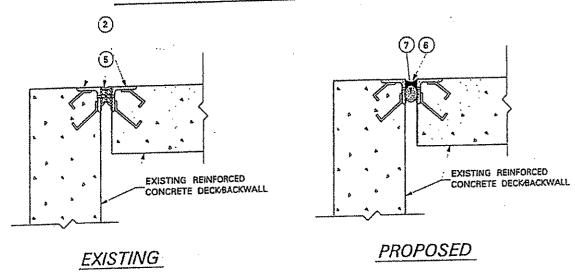


- (1) EXIST. COVER PLATE
- (2) EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4) CONSTRUCTION JOINT
- (5) PREFORMED ELASTOMERIC SEAL
- (6) SILICONE SEAL

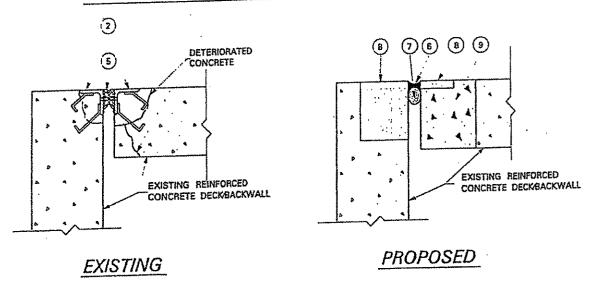
- (7) BACKING MATERIAL
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE B JOINT PREFORMED ELASTOMERIC

## ORDINARY PREPARATION (TYPICAL C)



## EXTRA-ORDINARY PREPARATION (TYPICAL D)

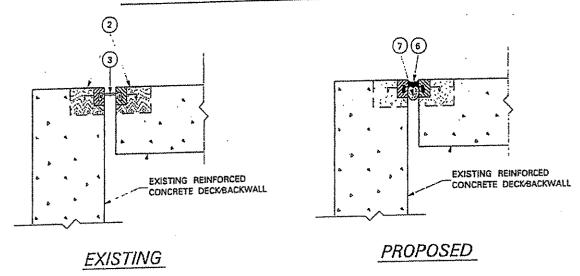


- 1 EXIST. COVER PLATE
- (2) EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- (4) CONSTRUCTION JOINT
- (5) PREFORMED ELASTOMERIC SEAL
- (6) SILICONE SEAL

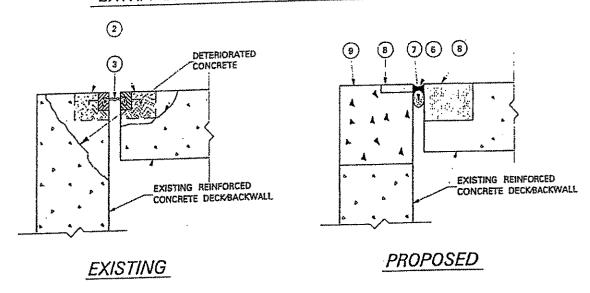
- (7) BACKING MATERIAL
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE C JOINT STRIP SEAL

## ORDINARY PREPARATION (TYPICAL E)



## EXTRA-ORDINARY PREPARATION (TYPICAL F)

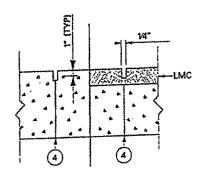


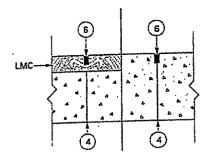
- 1 EXIST. COVER PLATE
- (2) EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4 CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- (6) SILICONE SEAL

- (7) BACKING MATERIAL
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE D JOINT SAW & SEAL CONST. JT.

## ORDINARY PREPARATION (TYPICAL G)

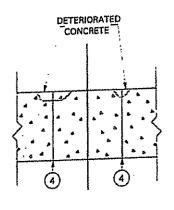


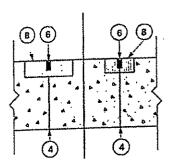


**EXISTING** 

**PROPOSED** 

# EXTRA-ORDINARY PREPARATION (TYPICAL H)





**EXISTING** 

## PROPOSED

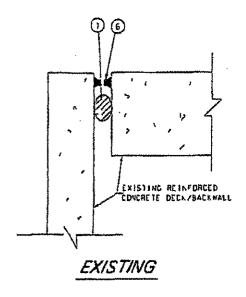
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4 CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6) SILICONE SEAL

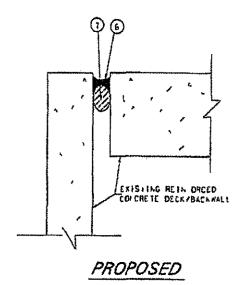
- (7) BACKING MATERIAL
- B POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

## TYPE E JOINT

SILICONE

## ORDINARY PREPARATION (TYPICAL J)





### CECEND

- EXIS COVER PLATE
- 2 EXIST JON T ASSLUBLT
- (3) STRIP SEAL
- CONSTRUCTION JOINT
- FR. FORMED ELASTOMERIC STAL B
- (6) SILICONE SEAL
- 3 BACK I C MATERAL
- B) POLTMER MOSING STS EM
- NEW CONTRETE

### BID SCHEDULE

Specialt	y Groups, Inc. District(s)  Box 96	All Districts (1-10)	
	WV 26330-0096		
Pay <u>Item</u>	Description	Specification <u>Reference</u>	Price
A	Mobilization	Paragraph 1.4	@ <u>\$675.00</u> per SCO
В	Ordinary Repair Preparation Type A Joint	Paragraph 10.1.1	@\$ <u>15.15</u> per L.F.
С	Ordinary Repair Preparation Type B Joint	Paragraph 10.1.2	@ <u>\$13.15</u> per L.F.
D	Ordinary Repair Preparation, Type C Joint	Paragraph 10.1.3	@ <u>\$21.15</u> per L.F.
<b>E</b>	Ordinary Repair Preparation, Type D Joint	Paragraph 10.1.4	@ <u>\$4.15</u> per L.F.
F	Ordinary Repair Preparation, Type E Joint	Paragraph 10.1.5	@ <u>\$13.15</u> per L.F.
G	Extraordinary Repair Prepara All Joint Types (0.25 Ft <sup>3</sup> or Less)	Paragraph 10.2	@ <u>\$21.50</u> per L.F.
н	Extraordinary Repair Prepara All Joint Types (greater than 0.25 Ft <sup>3</sup> )	Paragraph 10.2	@ <u>\$31.50</u> per L.F.
I	Structural Concrete Repair	Paragraph 10.3	@\$2,150.00per C.Y.
J	Polymer Nosing System Installed	Paragraph 10.4	@ <u>\$385.00</u> per Unit
ĸ	Silicone Joint Sealant Installed (1" OR Less)	Paragraph 10.5	@ <u>\$12.15</u> per L.F.

### BID SCHEDULE

PO Box 96 Bridgeport, WV 26330-0096	District(s)	All Districts (1-10)

L	Silicone Joint Sealant Installed (1-2 inches)	Paragraph 10.5	@ <u>\$13.85</u> per L.F.
M	Silicone Joint Sealant Installed (2-3 inches)	Paragraph 10.5	@ <u>\$20.25</u> per L.F.
N	Silicone Joint Sealant Installed (3-4 inches)	Paragraph 10.5	@ <u>\$27.25</u> per L.F.
0	WVDOH Supplied Joint	Paragraph 10.6	@ <u>\$14.50</u> per L.F.
P	Traffic Control Devices	Paragraph 1.5	@ <u>\$1.17</u> per Unit
Q	Flagger	Paragraph 1.5	@ <u>\$24.00</u> per Hour
R	Electric Arrow	Paragraph 1.5	@ <u>\$18.00</u> per Day
s	Temporary Traffic Signal	Paragraph 1.5	@ <u>\$4,250.00</u> per L.S.
T	Warning Lights	Paragraph 1.5	@\$5.50 per Day
σ	Traffic Director	Paragraph 1.5	@ <u>\$49.00</u> per Hour
v	Worker Lead (Toxic Metal) Protection	Paragraph 11.7	@ <u>\$2,350.00</u> per L.S.
W	Project Clean UP	Paragraph 2	@ <u>\$10.00</u> per S.F.
x	Disposal Non-Hazardous Waste Material	Paragraph 2 & 11.8	@ <u>\$400.00</u> per Drum
Y	Disposal Hazardous Waste Material	Paragraph 2 & 11.8	@ <u>\$795.00</u> per Drum

### DISTRICT ADDRESSES

District One 1334 Smith Street

Charleston, West Virginia 25301-1492

District Six 1 DOT Drive

Moundsville, West Virginia 26041-1605

**District Two** 801 Madison Avenue

Huntington, West Virginia 25712-0880

**District Seven** 255 Depot Street

Weston, West Virginia 26452-1228

**District Three 624 Depot Street** 

Parkersburg, West Virginia 26102-0308

**District Eight** US 219 North

Elkins, West Virginia 26241-1516

**District Four** I-79 & Meadowbrook Road Clarksburg, West Virginia 26302-2570

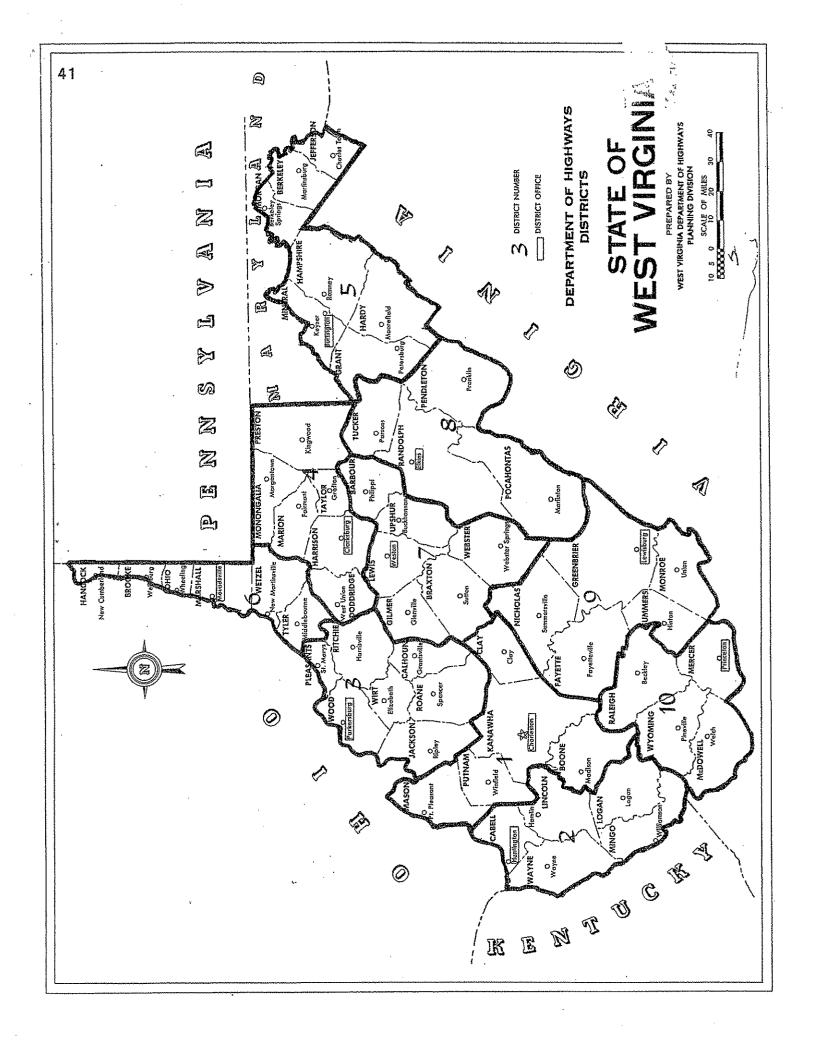
**District Nine** 103 1/2 Church Street

Lewisburg, West Virginia 24901

**District Five US Route 50** Post Office Box 99 Burlington, West Virginia 26710-0099

District Ten 270 Hardwood Lane

Princeton, West Virginia 24740-2737



#### CONTRACTORS LICENSE

West Virginia State Code §21-11-2 requires that all persons desiring to perform contracting work in this state must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractors license. Applications for a contractors license may be made by contacting the West Virginia Division of Labor, Capitol Complex, Building 3, Room 319, Charleston, WV. 25305, Telephone (304) 348-7890.

West Virginia State Code \$21-11-11 requires any prospective bidder to include the contractors license number on their bid.

Specialty Groups, Inc.

Bidder to complete: PO Box 96

Contractors Name

Contractors License No. WV 005768

The successful bidder will be required to furnish a copy of their contractors license prior to issuance of a purchase order/contract.

### STATE OF WEST VIRGINIA Purchasing Division

### PURCHASING AFFIDAVIT

#### **VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

#### ANTITRUST

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name:	Specialty Groups	, Juc.		
Authorized Signature: _	- TH20	Date:	2-24-09	
Provide and Attinued / Provinced	04/04/00)			.,,

## **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.
require against	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authoriz	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information

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:	Specialty Groups The	. Signed: STNG
Date:	2-24-09	Title: Assisv. Sec.

deemed by the Tax Commissioner to be confidential.

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