



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
6611C020

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 33
 304-558-2402**

VENDOR

*225132955 724-745-3301
MANGANAS ENTERPRISES INC
235 LINDEN CREEK ROAD

CANONSBURG PA 15317

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 03/31/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-61		
<p>CONTRACT: FOR MAINTENANCE AND PAINTING OF BRIDGES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIAL, AND EQUIPMENT FOR MAINTENANCE AND PAINTING OF VARIOUS BRIDGES PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 6611C020</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p>						

RECEIVED
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 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 724-745-3301	DATE 4-11-2011	
TITLE President	FEIN 25-1223856	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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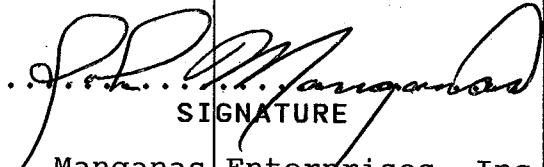
 CANONSBURG PA 15317

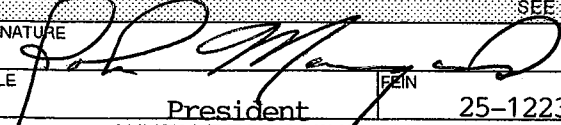
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BID OPENING DATE: **04/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE Manganas Enterprises, Inc. COMPANY 4-11-2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	724-745-3301	4-11-2011	
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE	
President	25-1223856		

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<p>UPON AWARD 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 WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH 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) SUCCESSIVE 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH 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</p>						

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<p>VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</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>REV. 9/98</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE</p>						

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<p>PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHERI SLONE - FILE 33</p> <p>RFQ. NO.: 6611C020</p> <p>BID OPENING DATE: 04/14/2011</p> <p>BID OPENING TIME: 1:30 PM</p>						

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, as amended by the current Supplemental Specifications at the 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, 106.8, 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 above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2010, as amended by the current Supplemental Specifications at the time of bid opening, may be obtained from:

West Virginia Division of Highways
Contract Administration Division
State Capitol Complex, Bldg. 5, Room A-772
Charleston, West Virginia 25305

Web Site:

http://www.wvdot.com/engineering/TOC_engineering.htm

1.1 PAINTING

- 1.1.1 Sealer Application (Where applicable): Upon completion of sealer application, and prior to priming, the sealed area shall be inspected for lifting of existing paint edges. Areas of failed adherence shall be removed, cleaned and resealed prior to application of the primer.
- 1.1.2 Prime Coat: All bare metal surfaces shall receive one coat of Primer. All bolt heads and nuts, all rivet heads, edges of flanges and edges of plates that are cleaned to bare metal shall receive one stripe coat, by brush application prior to the application of the full primer coat.
- 1.1.3 Intermediate Field Coat: Upon completion of priming, one coat of Intermediate Field Coat Paint shall be applied as specified.
- 1.1.4 Finish Coat: Upon completion of intermediate field coat, one finish coat shall be applied as specified. The Engineer may direct that the finish coat be applied to the entire bridge.
- 1.1.5 Terms: Finish Coat and top coat are interchangeable.

1.2 TINTING

Each coat of paint (including stripe coat) shall be of a contrasting color to the preceding coat. If tinting is required the type and amount shall be that recommended by the paint manufacturer and approved by the Engineer.

1.3 PAINT

1.3.1 The finish/top coat color shall be as specified on the State Contract Purchase Order (SCO) or as directed by the Engineer.

1.3.2 The District shall test the areas of severest deterioration (after removing rust scale) for chloride contamination by the CHLOR*TEST (chloride test kit) method. The maximum allowable level of chloride contamination shall be 5 micrograms/cm2. CHLOR*TEST results shall be listed on the State Contract Purchase Order (SCO).

1.3.3 The District shall verify that intercoat adhesion and substrate adhesion of the existing coating system is 3A, 3B or better in accordance with ASTM 3359. Adhesion tests will be taken at a minimum of 2 locations in each span (if accessible) of the bridge, the fascia web of the exterior stringer and the web of an interior stringer. Adhesion results shall be listed on the State Contract Purchase Order (SCO).

1.3.4 The District shall obtain a sample of the existing 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).

1.3.5 The Contractor shall conduct tests to determine intercoat compatibility of approved primer, intermediate and finish coats to be used. Tests shall be conducted on areas of the structure as directed by the Engineer.

1.4 DRY FILM THICKNESS

1.4.1 On areas of exposed bare metal each coat of paint shall be applied in accordance with the manufacturer recommendations as measured by non-destructive instruments.

1.4.2 On areas of the structure which contain sound, adherent existing paint, each coat of paint shall be applied in accordance with manufacturer's recommendations as measured by destructive instruments or calculated from the wet film thickness readings, based on the total solids content specified in the manufactures product data sheet for each product listed in this contract. The coating shall not be applied to a thickness which will affect the drying qualities of each coat of paint.

1.5 DRYING TIME

Application time between paint coats shall be per manufacturer's recommendations, and at the direction of the project engineer.

1.6 WEATHER LIMITATIONS AND CONDITIONS

Painting will not be permitted when the ambient temperature is below 40°F or the relative humidity is greater than 90 percent. Coating shall not be applied when conditions of rain, snow, fog, frost or mist exist or when the temperature of the steel is less than 5° above the dew point. Painting will not be done while the surface is hot enough to cause blistering or a too rapid solvent release.

1.7 SURFACE PREPARATION

Surface preparation shall consist of dry-clean methods, pressure washing (cold or hot), hand tool/power tool cleaning and/or commercial grade power tool cleaning.

If Devprep 88 Cleaner is specified on the SCO the contractor shall clean with Devprep 88 after the Dry-Clean method specified in 1.7.1 and prior to the pressure washing specified in 1.7.5.

1.7.1 DRY-CLEAN

This will consist of cleaning by dry methods all loose dirt and debris from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints prior to any washing operations. 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 paragraph 2.2.2.3.

1.7.2 CHLORIDE CONTAMINATION

When the SCO states a chloride contamination level less than the maximum allowable, no soluble salt remover will be added to the wash water and washing shall be performed as specified in paragraph 1.7.5.

When the SCO states a chloride contamination level above the maximum allowable, a soluble salt remover shall be added to the wash water as specified in paragraph 1.7.3 and the soluble salt remover shall meet the requirements of paragraph 1.7.4.

1.7.3 SOLUBLE SALT REMOVER

The contractor shall add a commercial soluble salt remover such as CHLOR*RID or equal to the wash water and in the first 50 sq ft of cleaning the contractor is to determine by sufficient testing (CHLOR*TEST) of the most deteriorated areas, the rate of application, nozzle pressure, nozzle distance from surface, and dilution ratio of mixture to achieve the desired level of cleanliness. Washing shall also meet the requirements of paragraph 1.7.5. Thereafter, the contractor is to perform tests (CHLOR*TEST) in areas designated by the Engineer to insure that the entire structure has attained the specified level of cleanliness. The Engineer is to verify the degree of cleanliness. The Engineer's decision shall be final.

1.7.4 MATERIAL

The Soluble Salt Remover shall be CHLOR*RID or equal. This product is manufactured by CHLOR RID International, Inc., Chandler, AZ, PH: 800-422-3217 and shall meet or exceed the following specifications:

1. Material shall contain zero VOC's.
2. Material shall have a minimum shelf life of 24 months.
3. Material shall be suitable for hand washing spot areas and for application by pressure washer at any pressure.
4. Material shall be biodegradable.

1.7.5 PRESSURE WASHING

All surfaces of the structure that are to receive paint shall be pressure washed with potable water from an approved source using a pump developing a minimum of 4000 pounds per square inch at the nozzle. The maximum pressure at the nozzle shall not exceed 4500 pounds per square inch. The pump must deliver a minimum of 4 gallons per minute to the nozzle.

Pressure washing shall be accomplished by holding the wash wand with rotary nozzle attachment at a maximum distance of twelve (12) inches from and perpendicular (90 degrees) to the steel surface being washed. The wand shall be moved along the surface at a rate not exceeding one (1) lineal foot per second.

All wash water shall be filtered with a 160 openings per square inch or finer mesh material to catch particles of paint and debris.

1.7.6 HOT WATER WASHING

Hot water washing may be required when directed by the Engineer. Hot water washing shall be as specified in paragraphs 1.7.2 and 1.7.5 above, except that the wash water shall have a minimum temperature of 180°F at the time of contact with the surface being washed.

1.7.7 HAND TOOL CLEANING

Hand tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 2 (SSPC-SP2)

1.7.8 POWER TOOL CLEANING

Power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 3 (SSPC-SP3)

1.7.9 COMMERCIAL GRADE POWER TOOL CLEANING

Commercial grade power tool cleaning shall be in accordance with Steel Structures Painting Council Specifications for Surface Preparation Number 15 (SSPC-SP15). This method shall be used on all areas containing pack rust and/or excessive rust as directed by the Engineer. If chloride contamination was above the maximum allowable in prior testing then these areas shall receive an additional washing with the soluble salt remover after rust has been removed. Cost for additional pressure washing of these areas shall be paid for under Bid Item 28.

1.8 PAINTING PRACTICES

Good painting practices are expected and will be required. Spray guns must be equipped with the recommended size tip for the paint product being used and be held perpendicular (90 degrees) to and at the proper distance from the receiving surface. Staging must be adequate to provide access to all areas being painted. Violation of these requirements causing excessive paint waste will be justification for the engineer to order the contractor to cease all work on the project until corrective action has been taken.

1.9 CAULKING

Contractor shall caulk any seams, joints or cracks as directed by the engineer when specified on the State Contract Purchase Order (SCO). Caulking, as directed, shall be pressed into the seams between the adjoining surfaces, by wetted finger or specialty tool, to insure bond and provide a smooth uniform surface. The caulk shall be applied after prime coat application when the primer has thoroughly dried prior to the application of the subsequent coat. Caulk material shall be by written recommendation of the paint manufacturer and approved by the engineer.

1.10 PROJECT CLEAN UP

After painting and before the project is accepted as complete, any fugitive material and debris associated with performance of the contract must be removed and properly containerized by the vendor leaving the project site in a neat and clean condition meeting the approval of the engineer. Cleaning shall be by the Dry-Clean method as specified in paragraph 1.7.1 and fugitive material and debris shall be disposed of as specified in paragraph 2.2.2.3.

1.11 MAINTAINING TRAFFIC

Traffic shall be maintained in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2010, as amended by the current Supplemental Specifications at the time of bid opening.

1.12 MOBILIZATION

The work shall consist of the performance of preparatory operations including the submission of the quality control plan, the movement of personnel and equipment to the project site and the establishment of any facilities necessary to begin work.

The contractor shall mobilize and begin work no later than 15 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 of mobilization consisting of one unit of Item 37 Mobilization per SCO.

2. GENERAL PROVISIONS

2.1 BRIDGE CLASSIFICATION

Requests for Maintenance painting on existing steel bridges under this contract should be limited to simple and/or continuous multiple span beam or girder structures. However, if the contractor is agreeable, trusses and/or other structures may be painted under the terms of this contract.

2.2 ENVIRONMENTAL PROTECTION

Maintenance painting of steel bridges with 5000 square feet or less of surface area may be cleaned and painted in their entirety.

Maintenance painting of steel bridges exceeding 5000 square feet of surface area will be limited to those bridges that do not exceed 30% total coating failure of the existing coating. Total coating failure is considered to be those areas where the primer, intermediate, and top coat have failed and corrosion is present. Chalking, flaking, peeling etc. of the top and intermediate coat are not considered total coating failure.

2.2.1 Field painting shall be in accordance with sub-section 688.4 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, Adopted 2010, as amended by the current Supplemental Specifications at the time of bid opening.

2.2.2 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.

Containment and Disposal shall be in accordance with sub-section 688.5 of the West Virginia Department of Transportation, Division of Highways, Standard Specifications Roads and Bridges, adopted 2010, and as amended by the current Supplemental Specifications at time of bid opening, except as follows:

2.2.2.1 Containment for Power Tool Cleaning and Commercial Grade Power Tool Cleaning shall be Class 3P. Containment for Hand Tool Cleaning and/or Vacuum Shrouded Power Tool Cleaning, shall consist of ground covers or free-hanging tarpaulins. Containment shall be in accordance with the Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

In addition, during painting operations the Contractor shall protect the environment (water, soil & vegetation), private property, pedestrian, vehicular, and other traffic on or underneath the structure from dripping, and/or drifting paint by use of bottom and side tarpaulins or other suitable means.

2.2.2.2 Assessment Method for emissions shall be Method A, Level 2, as per Steel Structures Painting Council (SSPC) Guide 6, current issue at time of bid opening.

2.2.2.3 The DOH will provide the contractor with the EPA number of the DOH facility where the "Waste material from cleaning operations" shall be stored.

"Waste material from cleaning operations" (excluding bridge deck, parapets & expansion joints) shall be collected and transported daily to the designated DOH facility in quantities not to exceed 220 total pounds. Waste material shall be stored in proper containers and labeled while in storage at the DOH facility. Waste material shall be disposed of as hazardous waste by the contractor within 60 days from the date waste material was first stored at the DOH facility.

A copy of the land fill disposal receipt shall be given to the Engineer before final payment (up to 50 percent of SCO amount) will be made to the contractor.

The dirt and debris from the bridge deck, parapets and expansion joints shall be collected and redistributed by the contractor along the roadway shoulder as directed by the Engineer.

2.3

WORKER PROTECTION (TOXIC METAL)

When toxic metals are present the vendor shall implement worker protection in accordance with the Occupational Safety and Health Administration (OSHA) 29CFR 1926.62. Paragraph (d)(2)(i) states that until the employer performs an employee exposure assessment per paragraph (d) and documents that the employee is not exposed above the permissible exposure limit (PEL), the employer shall treat the employee as if the employee were exposed above the PEL, and shall implement employee protective measures prescribed in paragraph (d)(2)(v). The vendor shall comply with all the requirements of paragraph (d)(2)(v) to be in compliance with OSHA requirements, but for the purpose of payment of Bid Item 38 of this contract the vendor must as a minimum comply with the following items of paragraph (d)(2)(v):

- (A) Appropriate respiratory protection in accordance with paragraph (f).
- (B) Appropriate personal protective clothing and equipment in accordance with paragraph (g).
- (C) Change areas in accordance with paragraph (i)(2).
- (D) Hand washing facilities in accordance with paragraph (i)(5).

2.4

RAILWAY HIGHWAY PROVISIONS

Areas of projects, which fall within existing railroad rights of way, are explicitly exempt from this contract.

2.5

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: www.state.wv.us/csr/, the Secretary of State's Office or from the West Virginia Department of Transportation, Division of Highways, Contract Administration Division 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, WV 25305-0570

3. METHODS OF MEASUREMENT AND BASIS OF PAYMENT

The pay quantity for cleaning by dry methods of the bridge deck, parapets and expansion joints as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for cleaning by dry methods of the abutment seats, pier caps, diaphragms and flanges as specified in paragraph 1.7.1 above, shall be the total square feet of surface area cleaned.

The pay quantity for CHLOR*TEST as specified in paragraph 1.7.3 above, shall be per each test as directed by the Engineer.

The pay quantity for the soluble salt remover as specified in paragraph 1.7.3 above, shall be the total square feet of surface area cleaned.

When Devprep 88 is specified on the SCO, the contractor shall remove the Devprep 88 in conjunction with the pressure washing specified in paragraph 1.7.5 thus eliminating the washing specified in the manufacturer's product data sheet.

The pay quantity for worker protection items such as hand and face washing facilities, change areas, protective clothing and respirators per the requirements of 29 CFR 1926.62, shall be lump sum. Bid Item 38.

The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Pressure Washing including full compensation for pressure washing as specified in paragraph 1.7.5 above, shall be the total square feet of surface area cleaned.

The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Hot Water Washing including full compensation for hot water washing as specified in paragraph 1.7.6 above, shall be the total square feet of surface area cleaned. Bid Item 28.

The pay quantity for areas of rust specified in paragraph 1.7.9 above that require an addition pressure washing with the soluble salt remover, shall be the total square feet of surface area cleaned. Bid Item 28.

The pay quantity for each paint product shall be based on the total square feet of surface area coated by the product applied as specified in paragraph 1.4 above.

The pay quantity for caulk shall be the total lineal feet of seams, joints or cracks caulked, measured in place prior to the application of the subsequent coat of paint.

The quantity of cleaning and paint product application, shall be calculated from actual field measurement of the surface area cleaned, washed or painted with no additional allowance for irregularities such as bolt heads, rivets, nuts, etc. Such measurements shall be taken jointly by representatives of the Division of Highways and the contractor. When the entire structure is coated, calculations may be based on as built plans and/or shop drawings.

The average application rate shall be established by conducting random wet film thickness tests during and after the application of each successive coat of the coating system. Dry film thickness shall be measured by destructive instruments or calculated from the wet film thickness readings, based on the total solids content specified in the manufacturer's product data sheet for each product listed in this contract.

The pay quantity for hand application shall be a per square foot surcharge to the quantity of each paint product applied in this manner as directed by the Engineer and specified in the State Contract Purchase Order. Areas of hand application incidental to normal spray application (including stripe coat) shall not receive a surcharge payment.

The quoted unit price for all bid items, except Item 12 and Item 13 shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The quoted unit price for Item 12 and Item 13, with the exception of the paint system which will be supplied by the Division of Highways, shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The pay quantity for disposal of hazardous waste material, including partial drums, specified in paragraph 2.2.2.3 shall be per drum. Bid Items 39.

4. 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 Division of Highways' Districts is attached.

5. 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 Purchase Order (SCO) or the Governing Specifications, the SCO may be cancelled and re-awarded 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.

6. DETERMINATION OF LOW BID

A bridge or pair of bridges may be designated as a project.

State Contract Purchase Orders (SCO's) for Maintenance Painting projects will be based on the lowest overall total cost of the combination of Items 1 through 39 required for the completion of the project.

A State Contract Purchase Order (SCO) will be issued to the vendor with the lowest total cost for a project.

7. PERFORMANCE

The vendor shall mobilize and begin operations within fifteen (15) days of receipt of the State Contract Purchase Order (SCO) for a project or at such time thereafter as specified in the SCO. All work shall be completed within thirty (30) calendar days after the starting date, except as approved by the engineer.

8. VENDOR'S INVOICES

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

- A. This Division of Highways Purchase Order Contract number and State Contract Purchase Order (SCO) number.
- B. Total quantity and unit price with the total cost of each item of work completed on the SCO.

*Price is for all types of application unless specified by the Engineer i.e., spray, hand, other.

Note 1: Vendor shall quote to provide all labor and equipment required to apply any single component coating capable of being applied by conventional methods. The coating material shall be furnished by the Division of Highways and applied in accordance with the manufacturer's recommendations.

Note 2: Vendor shall quote to provide all labor and equipment required to apply multi-component coatings capable of being applied by conventional methods. The coating material shall be furnished by the Division of Highways, and applied in accordance with the manufacturer's recommendations.

Note 3: Vendor shall quote to provide all labor, equipment, and material to apply DOH approved and specified system in accordance with the manufacturer's recommendations and at the direction of the engineer.

Note 4: The specifications of this contract shall supersede the manufacturer's recommendations.

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
Termarust - Calcium Sulfonate System*			
1.	2200 Penetrant/Sealer	None (Note 3 & 4)	\$ <u>2.70</u> per SF
2.	2100 Self Priming Topcoat	None (Note 3 & 4)	\$ <u>2.70</u> per SF
DeVoe - Pre Prime System*			
3.	Devprep 88 Cleaner	Par. 3.0 (Note 3 & 4)	\$ <u>.72</u> per SF
4.	Bar Rust 231 Epoxy Primer	None (Note 3 & 4)	\$ <u>.72</u> per SF
5.	Devthane 359 Urethane	None (Note 3 & 4)	\$ <u>.72</u> per SF
Wasser Micaceous Iron Oxide System:*			
6.	Prepbond Sealer	None (Note 3 & 4)	\$ <u>2.00</u> per SF
7.	MC Miomastic Primer	None (Note 3 & 4)	\$ <u>.72</u> per SF
8.	MC Miozinc Primer	None (Note 3 & 4)	\$ <u>1.50</u> per SF
9.	MC Luster Top Coat	None (Note 3 & 4)	\$ <u>.72</u> per SF
Fox Industries Elastomeric Coating*			
10.	FX 488 Epoxy Penetrant/Sealer	None (Note 3 & 4)	\$ <u>2.70</u> per SF
11.	Fox 501 Top Coat	None (Note 3 & 4)	\$ <u>2.70</u> per SF
Coatings Furnished by the Division of Highways:*			
12.	Selected Coating (Note 1 & 4) Single Component	Par. 3.0	\$ <u>.72</u> per SF
13.	Selected Coating (Note 2 & 4) Multi-Component	Par. 3.0	\$ <u>.72</u> per SF
Hand Application			
14.	Surcharge for brush, roller or glove application, with exception of stripe application	Par. 3.0	\$ <u>1.00</u> per SF

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
CAULKING:			
15.	Caulking	Par. 1.9	\$ <u>7.00</u> per LF
CLEANING:			
16.	Dry-Clean of Deck, Parapets, & Expansion Joints	Par. 1.7.1	\$ <u>.50</u> per SF
17.	Dry-Clean of Abutments, Piers, diaphragms & flanges	Par. 1.7.1	\$ <u>.50</u> per SF
18.	Hand Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>2.50</u> per SF
19.	Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-3) & Para. 1.7.5	\$ <u>4.00</u> per SF
20.	Commercial Grade Power Tool Cleaning With Pressure Washing Less than 5000 SF	(SSPC-SP-15) & Para. 1.7.5	\$ <u>6.00</u> per SF
21.	Hand Tool Cleaning With Pressure Washing 5000 - 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>.72</u> per SF
22.	Hand Tool Cleaning With Pressure Washing Greater than 10000 SF	(SSPC-SP-2) & Para. 1.7.5	\$ <u>.40</u> per SF
23.	Hand Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-2) Para. 1.7.6	\$ <u>7.50</u> per SF
24.	Power Tool Cleaning With Hot Water Washing & Less than 5000 SF	(SSPC-SP-3) Para. 1.7.6	\$ <u>8.00</u> per SF

BID SCHEDULE (CONT)
DISTRICT(S) NO. 1-10
CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
25.	Commercial Grade Power Tool Cleaning With Hot Water Washing & Para. 1.7.6 Less than 5000 SF	(SSPC-SP-15)	\$ <u>8.25</u> per SF
26.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 5000 - 10000 SF	(SSPC-SP-2)	\$ <u>8.75</u> per SF
27.	Hand Tool Cleaning With Hot Water Washing & Para. 1.7.6 Greater than 10000 SF	(SSPC-SP-2)	\$ <u>7.50</u> per SF
28.	Pressure Washing	Para. 1.7.5, Para. 3 & Para. 1.7.9	\$ <u>.50</u> per SF
TESTING AND SOLUBLE SALT REMOVER:			
29.	CHLOR*TEST	Para. 1.7.3	\$ <u>30.00</u> Each
30.	CHLOR*RID or equal	Para. 1.7.3	\$ <u>.25</u> per SF
MAINTAINING TRAFFIC:			
31.	Traffic Control Devices	636	\$ <u>1.15</u> per Unit
32.	Electric Arrow	636	\$ <u>12.00</u> per Day
33.	Temporary Traffic Signal	636	\$ <u>10,000.00</u> Lump Sum
34.	Flagger	636	\$ <u>46.00</u> per Hour
35.	Warning Lights	636	\$ <u>1.30</u> per Day
36.	Traffic Director	636	\$ <u>30.00</u> per Hour
MOBILIZATION:			
37.	Mobilization per SCO		\$ <u>2,000.00</u> Each

BID SCHEDULE (CONT)
 DISTRICT(S) NO. 1-10
 CLEAN AND PAINT EXISTING STEEL BRIDGES

Item No.	Description	Standard Specification Reference	Bid Price
WORKER PROTECTION:			
38.	Worker Lead (Toxic Metal) Protection	Para. 2.3 & Para. 3	\$ <u>2,000.00</u> Lump Sum
DISPOSAL HAZARDOUS WASTE:			
39.	Disposal Hazardous Waste Material	Para. 2.2.2.3 & Para. 3	\$ <u>500.00</u> Per Drum

DISTRICT DELIVERY ADDRESSES

District One Office
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six Office
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two Office
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven Office
255 Depot Street
Weston, West Virginia 26452-1228

District Three Office
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight Office
US 219 North
Elkins, West Virginia 26241-1516

District Four Office
I79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine Office
103 1/2 Church Street
Lewisburg, West Virginia 24901

District Five Office
Route 50
Burlington, West Virginia 26710-0099

District Ten Office
270 Hardwood Lane
Princeton, West Virginia 24740-2737

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Manganas Enterprises, Inc.

Signed: 

Date: 4-11-2011

Title: President

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF Pennsylvania

COUNTY OF Washington, TO-WIT:

I, John Manganas, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Manganas Enterprises, Inc.; and,
(Company Name)
- 2. I do hereby attest that Manganas Enterprises, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

Manganas Enterprises, Inc.
(Company Name)

By: *John Manganas*
Title: President

Date: 4-11-2011

Taken, subscribed and sworn to before me this 12th day of April, 2011

By Commission expires Nov 23, 2014

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lee V. Athanas, Notary Public
North Strabane Twp., Washington County
My Commission Expires Nov. 23, 2014

Lee V. Athanas
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Manganas Enterprises, Inc.

Authorized Signature: *[Handwritten Signature]* Date: 4-11-2011

State of Pennsylvania

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 12th day of April, 2011.

My Commission expires Nov 23, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC *[Handwritten Signature]*

