



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  
 02120274

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ALAN CUMMINGS  
 304-558-2402

AUCTION

\*A21142646      704-301-4455  
 BIG R BRIDGE      970-356-9600  
 7900 D STEVENS MILL RD STE 233

SHIP TO

DIVISION OF HIGHWAYS  
 DISTRICT TWO  
 US ROUTE 60 EAST  
 BARBOURSVILLE, WV  
 25504

MATTHEWS NC 28104  
 P.O. Box 1290  
 Greeley, CO 80632

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2012				

BID OPENING DATE: 03/21/2012      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS		968-18		\$152,364.57
<p>PREFABRICATED BRIDGES</p> <p>See sheet 9 for breakdown.</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PREFABRICATED BRIDGES AND ACCESSORIES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT ALAN.W.CUMMINGS@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 03/7/12 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR</p>						

RECEIVED  
 2012 FEB 21 AM 10:04  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	970-356-9600	3-19-2012	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
PRESIDENT/CFO			

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



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				CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.		
				B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.		
				C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.		
2.				THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:		
				A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,		
				B. THE DIRECTOR OF THE PURCHASING DIVISION		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE 970-356-9600	DATE 3-19-2012
TITLE PRESIDENT/CEO	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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3.				DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.  A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.  REV. 10/01/01  EXHIBIT 10  ADDENDUM ACKNOWLEDGEMENT  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NOS.: NO. 1 ..... None ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	970-356-9621	3-19-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT/CEO		

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**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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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<p>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>.....SIGNATURE</p> <p>Big R Bridge .....COMPANY</p> <p>3-19-2012 .....DATE</p> <p>REV. 11/96</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 970-356-9600 DATE: 3-19-2012

TITLE: PRESIDENT/CEO FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID BUYER: ALAN CUMMINGS - FILE 33 REQ. NO.: 02120274 BID OPENING DATE: 03/21/2012 BID OPENING TIME: 1:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: Fax 970-356-9621 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Bob Crossk - Sales Account Manager 404--309-6871 bcrossk@bigrbridge.com ***** THIS IS THE END OF RFQ 02120274 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	970-356-9621	3-19-2012
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
PRESIDENT/CEO		

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## **Specifications One Time Purchase**

Purpose: To provide the West Virginia Division of Highways with 2 prefabricated bridges and accessories to be used on Project # S322-15-3.15, Broad Branch Bridge +1.

### **1.0 DEFINITIONS**

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Purchase Order" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

### **2.0 SCOPE OF WORK**

The successful Vendor shall provide 2- prefabricated bridges and accessories.

#### **2.1 Technical Requirements:**

All steel beams and accessories provided shall be in accordance with West Virginia Division of Highways Standard Specifications Road and Bridges, adopted 2010 and the current Supplemental Specifications and the attached control points. [www.transportation.wv.gov/highways/engineering/pages/publication.aspx](http://www.transportation.wv.gov/highways/engineering/pages/publication.aspx)

#### CR15

The bridge for Broad branch, CR 15 should be 34'-0" center to center of bearing and 24'-6" wide. The bridge is skewed at 40 degrees left forward skew. The deck should be metal deck panels suitable for asphalt with TL-2 guardrail system. This bridge must be designed using HL-93 loading. Due to hydraulic restriction the total thickness of the bridge must be kept to 22" tall.

CR15/1

The second bridge for Upper Broad Branch, CR 15/1 should be 28'-0" center to center of bearing and 18'-0" wide. The bridge is skewed at 25 left forward skew. The deck should be metal deck panels suitable for asphalt with TL-2 guardrail system. This bridge must be designed using HL-93 loading. Due to hydraulic restriction the beams must be kept to 17" tall.

## 2.2 Freight

2.2.1 All Shipments are to be Bridge Department's Storage Lot at 3700 Rt60 east, Barboursville, WV 25504.

2.2.2 The Vendor shall be responsible for all costs associated with delivery to the storage site.

## 2.3 Delivery

2.3.1 Deliveries shall be made to storage site on US RT. 60, near Barboursville, WV (Map Attached)

2.3.2 Delivery is currently scheduled for March 2012. Vendor shall coordinate delivery with the District Bridge Engineer @ 304-528-5655.

2.3.3 Delivery is an integral part of this purchase order and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and the Vendor of unsatisfactory performance in the execution of this purchase order and the requirements herein.

## 3.0 INVOICING

### 3.1 Payment

3.1.1 The Vendor must send an invoice to:  
West Virginia Division of Highways, District Two  
801 Madison Ave.  
Huntington, WV 25704



### 3.2 Partial Payment of Approved Bridges

3.2.1 Upon Completion of manufacture and approval by the Division of Highways of all bridges specified on the purchase order, the vendor may invoice and the Division will pay for the cost of manufacturing the bridges, not to exceed 65% of the total cost of the delivered bridges. The remaining, 35% or more, may be invoiced when all the bridges are delivered. Partial payment for bridges shall be subject of the following conditions:

- a. The vendor must request partial payment and furnish an official invoice for the manufactured and approved beams.
- b. The partial payment invoice shall be accompanied by a surety bond equal to the invoiced amount guaranteeing delivery of all items specified on the purchase order.
- c. The vendor shall furnish a statement of approved beams' condition and exact storage location.
- d. The vendor shall furnish a legal right-of-entry onto the storage site of Division of Highways' employees and/or agents for the purpose of inspecting, sampling, testing and removing any or all beams.
- e. The vendor shall certify that the stored beams are suitably marked and identified as property of the Division of Highways and will not be used for any purpose not designated by the Division.

### 4.0 AWARD

Purchase order will be awarded to the lowest responsible bidder meeting all mandatory specifications complete and not split.





P.O. Box 1290  
 Greeley, Colorado  
 80632-1290  
 Phone. 970-356-9600  
 Toll Free. 800-234-0734  
 Fax. 970-356-9621  
 www.bigrbridge.com

*This document  
 is for description  
 only.*

# QUOTATION

Quotation Date: 3/20/2012  
 Bid Date: 3/21/2012  
 Expiration Date: 4/21/2012  
 Opportunity No.: 2012-00808

**PROJECT:** RFQ 02120274

Item	Description	Quantity	Unit Price	Total Price
1	Prefabricated modular steel vehicle bridge superstructure with features as described below:	1 ea.	Lump Sum Includes Freight	\$152,364.57

**Bridge Model:** Modular - Multi Lane  
**Length:** 28' (Centerline of bearing to centerline of bearing)  
**Width:** 18' (clear between rails)  
**Design Code:** AASHTO LRFD  
**Design Vehicle:** HL-93  
**Deflection:** L/500  
**Number of Sections:** 3 (field bolting by others)  
**Finish:** Hot Dip Galvanized  
**Bridge Decking:** 4 1/4" x 9 Gage (shop-installed)  
**Wearing Surface:** Asphalt  
**Railing Type:** TL2 (Web) - Thrie Beam Galvanized (Not Crash Tested)  
**Railing Height:** 27 INCHES  
**Foundation System:** By others.  
**Bearings:** Bearing plates and elastomeric bearing pads included.  
**Preliminary Superstructure Weight:** 29,900 lbs.

Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of West Virginia.

**Notes:**

- Both end of bridge to be skewed (Parallel) at 25degrees.
- Bridge to have a 1.75% grade change end to end.
- Galvanized cover plates at 1/2" thick by 12" wide by full width of bridge deck included.
- Bridge delivery date will exceed the plan specified delivery date of March 2012. See note #3 on page 4 of this quote.
- All quoted costs and delivery schedules are based on current available beam stock. Any changes may result in additional charges.



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 www.bigrbridge.com

2	Prefabricated modular steel vehicle bridge superstructure with features as described below:	1 ea.	Lump Sum Includes Freight	\$0,000.00
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**Bridge Model:** Modular - Multi Lane  
**Length:** 34' (Centerline of bearing to centerline of bearing)  
**Width:** 24.5' (clear between rails)  
**Design Code:** AASHTO LRFD  
**Design Vehicle:** HL-93  
**Deflection:** L/500  
**Number of Sections:** 2 (field bolting by others)  
**Finish:** Hot Dip Galvanized  
**Bridge Decking:** 4 1/4" x 9 Gage (shop-installed)  
**Wearing Surface:** Asphalt  
**Railing Type:** TL2 (Web) - Thrie Beam Galvanized (Not Crash Tested)  
**Railing Height:** 27 INCHES  
**Foundation System:** By others.  
**Bearings:** Bearing plates and elastomeric bearing pads included.  
**Preliminary Superstructure Weight:** 38,500 lbs.

Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of West Virginia.

**Notes:**

- Both end of bridge to be skewed (Parallel) at 40 degrees.
- Bridge to have a 2.85% grade change end to end.
- Galvanized cover plates at 1/2" thick by 12" wide by full width of bridge deck included.
- Bridge delivery date will exceed the plan specified delivery date of March 2012. See note #3 on page 4 of this quote.
- All quoted costs and delivery schedules are based on current available beam stock. Any changes may result in additional charges.

**AASHTO Bridge Specifications require steel fabricators to be certified under the AISC Quality Certification Program. Big R Bridge is certified for Simple and Major Steel Bridges with a Fracture Critical and Sophisticated Paint Endorsement.**

The following items are not included with this proposal:

- third-party inspection of bridge during fabrication,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax.



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80632-1290  
Phone. 970-356-9600  
Toll Free. 800-234-0734  
Fax. 970-356-9621  
www.bigrbridge.com

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***We hereby order the described material subject to all Terms and Conditions included with this quotation.***

Accepted by: \_\_\_\_\_

Quote by: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Bob Crossk  
Southeast Region  
Phone: (404) 309-6871  
Email: bcrossk@bigrbridge.com

**Opportunity No.:** 2012-00808

**Project:** RFQ 02120274





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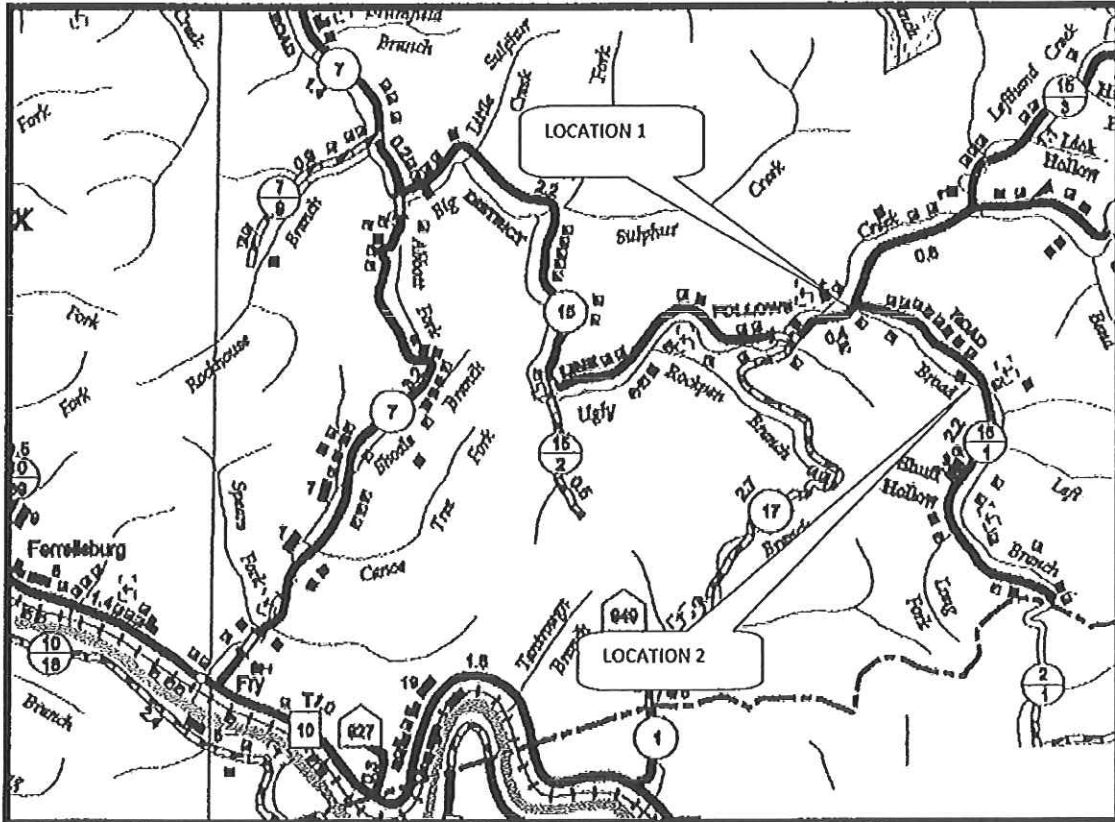
#### TERMS & CONDITIONS OF SALE:

1. Acceptance and signing of this quotation constitutes full acceptance of all terms contained on the front of this form. Conflicting or additional terms in Customer's purchase order shall not apply. Notwithstanding the foregoing, final acceptance of this contract by Big R Bridge is subject to credit approval of the Customer.
2. Prices include delivery from Greeley, CO to BARBOURSVILLE, West Virginia, unless otherwise stated in this quote. Delivery will be to common stockpile accessible by standard highway tractor-trailer, buyer to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour.
3. Please allow 4 to 6 weeks for shop drawing submittals and 9 to 11 weeks for delivery after receipt of approved shop drawings. If the estimated schedule does not meet your project requirements, please contact Big R Bridge for further discussions. Big R Bridge will not accept penalties for freight delays beyond the control of Big R Bridge, such as weather, conflicts, agency delay of permits, or force majeure.
4. At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals. If progress payment is not received prior to expiration of this quote, then pricing is subject to change due to material price market fluctuations. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit will be determined on the balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30, contained in this proposal, may not be changed without written authorization from Big R Bridge. Acceptance of this proposal constitutes acceptance of these credit terms. Unauthorized retention of payment by Customer for any reason shall be subject to a service charge of 2% per month on any balance due past 30 days from invoice date.
5. After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date ("Delivery Date") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment dates may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from mailing of submittals to provide Big R Bridge with approval to fabricate. If after 30 calendar days of submittals, approval is still not received, Customer will be invoiced for all engineering fees incurred and the delivery schedule will be revised to reflect current Big R Bridge backlog/production and price renegotiation of this quote may occur. If delay is more than 60 calendar days, the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred and a revised delivery date will be determined only once approval is received, current Big R Bridge production capacity is reviewed and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchased price and will be due based upon Big R's standard terms of Net 30 days from date of invoice. If delivery is not taken by the Delivery Date (or any revisions thereto), a storage fee of \$500.00 per month will be assessed beginning the 1<sup>st</sup> of the month immediately following. All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for the new delivery date and any increase in freight cost above that corresponding to the Delivery Date will be added to the purchase price.
6. If Customer cancels project anytime after acceptance of this quotation, cancellation fees will be assessed. In order to meet the delivery times listed in Item 3, materials for this project are ordered at the time shop drawings are first submitted. If the Customer cancels the project after the shop drawings are submitted, a material charge may at the discretion of Big R Bridge be applied.
7. Title to the goods delivered pursuant to this quotation shall remain with Big R Bridge until the purchase price is paid in full. Big R Bridge shall have the right to repossess the goods upon customer's failure to make payment when due.
8. Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.
9. Big R Manufacturing, LLC dba Big R Bridge warrants their steel structure(s) to be free of design, material, and workmanship defects for a period of ten years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking and hardwood attachments shall carry a one-year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless owner's records can be supplied which shall indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures. Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. The bridge manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.
10. Prices do not include sales tax (if applicable).

LESS THAN TWENTY FOOT BRIDGES

SS 22-15-3.15

SS 22-15/1-0.40



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: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

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 exceeds 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**Please use this document for technical questions, posing in a question format**

**Please refer to the section your question is in reference to.**

Technical questions for RFQ# \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Questions:

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