

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

Request for Quotation

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08120194

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HU	DRESS COR	HESPUNI	JENUE 10	ALIENTIO	N Or.

PAUL REYNOLDS 304-558-0468

MODZEK

RFQ COPY MATTHEW Williams **CLEARSPAN CONSTRUCTION** P O BOX 12708 PITTSBURGH PA 15241

DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

DATE PRIN	TED		MS OF SAL	00.000.000.000.000.000	SHIP VIA	F.O.B.	FREIGHT TERMS
12/14/2011 Net 30		BEST WAY	JOBSINE	Presair			
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SIGNATURE	14	20	1		TELEPHONE	57-6887 DATE	0/2012
TITLE Preside	it	FE	IN 20)-40	37941	/ /	TO BE NOTED ABOVE

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 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).



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

Request for

RFQ NUMBER 08120194

ADDRESS CORRESPONDENCE TO ATTENTION OF:

1/10/2012

ADDRESS CHANGES TO BE NOTED ABOVE

PAUL REYNOLDS

JOBSITE

304-558-0468 DIVISION OF HIGHWAYS

SEE SPECIFICATIONS

VENDOR

resident

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 12/14/2011 Net 30 WAY JOBSITK Prepaio BRST BID OPENING DATE: 01/11/2012 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 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. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES. THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF: 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, THE DIRECTOR OF THE PURCHASING DIVSION В. 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. 3. 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE 412-287-6887

-403794



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for

08120194

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ADDRESS CORRESPONDENCE TO ATTENTION OF

PAUL REYNOLDS 304-558-0468

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DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

F.O.B. FREIGHT TERMS: SHIP VIA DATE PRINTED TERMS OF SALE Jobsite Presq10 Net 30 BEST WAY 12/14/2011 BID OPENING TIME 01:30PM BID OPENING DATE: 01/11/2012 CAT. UNIT PRICE AMOUNT QUANTITY UOP ITEM NUMBER LINE THE STATE OF WEST VIRGINIA PURCHASING CARD ACCEPTANCE: 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. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLES TON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID FILE 33 PAUL REYNOLDS BUYER: 08120194 RFQ. NO.: BID OPENING DATE: 01/11/2012 BID OPENING TIME: 01:30 P.M. PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: CONTACT PERSON (PLEASE PRINT CLEARLY): SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE ADDRESS CHANGES TO BE NOTED ABOVE

20,4051991



VENDOR

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

Request for Quotation

08120194

PAUL REYNOLDS 304-558-0468

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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DIVISION OF HIGHWAYS JOBSITE SEE SPECIFICATIONS

DATE PRINT	ED	TER	MS OF SAL	É	SHIP	VIA	F.O.B.	FREIGHT TERMS
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Specifications

Purpose: To provide the West Virginia Division of Highways with steel grid deck and accessories to be used on Project # S347-39-2.09, Pleasant Run #2 Bridge.

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 864.0 square feet of 5³/₁₆" steel grid deck and accessories.

2.1 Technical Requirements:

All steel grid deck and accessories provided shall be in accordance with West Virginia Division of Highways Standard Specifications Roads and Bridges, adopted 2010 and the current Supplemental Specifications and the attached control prints.

www.transportation.wv.gov/highways/engineering/Pages/publications.aspx

2.2 Freight

2.2.1 All shipments are to be FOB Destination.

2.2.2 The Vendor shall be responsible for all costs associated with a mid-morning delivery to the job site.

2.3 Delivery

2.3.1 Deliveries shall be made to:

WVDOH District Eight 1101 North Randolph Avenue Elkins, WV 26241

- 2.3.2 Delivery is currently scheduled for May, 2012. Vendor shall coordinate delivery with the District Bridge Engineer @ 304-637-0220.
- 2.3.3 The Vendor shall notify the District Storekeeper @ 304-637-0226, 48 hours in advance of delivery to provide necessary personnel and equipment for unloading.
- 2.3.4 Delivery will only be accepted during normal working hours 7:30 am to 4:00 pm, Monday Friday.
- 2.3.5 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 INVOICING

3.1 Payment

3.1.1 The Vendor must send an invoice to: West Virginia Division of Highways, District Eight P.O. Box 1516 Elkins, WV 26241 Attention: Henry Currence

3.2 Partial Payment of Approved Grid Deck

- 3.2.1 Upon completion of manufacture and approval by the Division of Highways of all Grid Deck specified on the purchase order, the vendor may invoice and the Division will pay for the cost of manufacturing the grid deck, not to exceed 65% of the total cost of the delivered grid deck. The remaining, 35% or more, may be invoiced when all the Grid Deck is delivered. Partial payment for Grid Deck shall be subject of the following conditions:
 - a. The vendor must request partial payment and furnish an official invoice for the manufactured and approved Grid Deck.
 - 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 Grid Decks' condition and exact storage location.
 - d. The vendor shall furnish a legal right-of-entry onto the storage site to Division of Highways' employees and/or agents for the purpose of inspecting, sampling, testing, and removing any or all Grid Deck.
 - e. The vendor shall certify that the stored Grid deck is 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 AWARD

Purchase order will be awarded complete and not split.

Cost Sheet RFQ #08120194

Item Number	Quantity	Description	Unit Price	Amount
1	864	SF - 5 ³ / ₁₆ " Galvanized Steel Grid Deck with Tubing and Accessories	\$55.∞	\$47,520.00
2	2	EA - Galvanized Expansion Angle Assemblies	\$ 1300	\$ 2600.00 \$ 1000.00
3	2	EA - Continuous Neoprene Strip Seal	\$500	\$ 1000.00
4				
5	(9 e-)			
6				
7				
8		9		
9				9
10				
11				
12				
			Total	\$51,120.00

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 prefe Bidder is an individual resident vendor and has resided	erence for the reason checked: continuously in West Virginia for four (4) years immediately preced-
	ownership interest of Bidder is held by another individual maintained its headquarters or principal place of business.	ent vendor and has maintained its headquarters or principal place of s immediately preceding the date of this certification; or 80% of the al, partnership, association or corporation resident vendor who has ness 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 s and which has maintained its headquarters or principal years immediately preceding the date of this certification	subsidiary which employs a minimum of one hundred state residents place of business within West Virginia continuously for the four (4) on; or,
2.	Application is made for 2.5% resident vendor pref Bidder is a resident vendor who certifies that, during t working on the project being bid are residents of West \ immediately preceding submission of this bid; or,	erence for the reason checked: the life of the contract, on average at least 75% of the employees /irginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headquarter	or one nundred state residents of its a noncollective testing and state residents of the art of the contract, on average at least 75% of the oversare residents of West Virginia who have resided in the state
4.		
5.	Application is made for 3.5% resident vendor pre- Bidder is an individual resident vendor who is a veterand and has resided in West Virginia continuously for the submitted; or,	ference who is a veteran for the reason checked: of the United States armed forces, the reserves or the National Guard e four years immediately preceding the date on which the bid is
6.	purposes of producing or distributing the commodities continuously over the entire term of the project, on aversidents of West Virginia who have resided in the sta	or completing the project which is the subject of the vendor's bid and verage at least seventy-five percent of the vendor's employees are the continuously for the two immediately preceding years.
require agains	understands if the Secretary of Revenue determines the ements for such preference, the Secretary may order the st such Bidder in an amount not to exceed 5% of the bid sucted from any unpaid balance on the contract or purcha	nat a Bidder receiving preference has failed to continue to meet the e Director of Purchasing to: (a) reject the bid; or (b) assess a penalty amount and that such penalty will be paid to the contracting agency ase order.
By sub authori the req	omission of this certificate, Bidder agrees to disclose an izes the Department of Revenue to disclose to the Directo quired business taxes, provided that such information do ad by the Tax Commissioner to be confidential.	y reasonably requested information to the Purchasing Division and or of Purchasing appropriate information verifying that Bidder has paid oes not contain the amounts of taxes paid nor any other information
Under and ac chang	r penalty of law for false swearing (West Virginia Co ccurate in all respects; and that if a contract is iss ges during the term of the contract, Bidder will noti	de, §61-5-3), Bidder hereby certifies that this certificate is true ued to Bidder and if anything contained within this certificate fy the Purchasing Division in writing immediately.
Bidder	r:	igned:
Date:	т	itle:
*Check	any combination of preference consideration(s) indicated above,	which you are entitled to receive.

RFQ No. 08120194

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 owned 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		120
Vendor's Name: Clearspan Construction Produc	77	
Authorized Signature:	Date: 1/10/2012	
State of Pennsylvin il		
County of West Motel (UND , to-wit:		
Taken, subscribed, and sworn to before me this 10 day of TANKKY	20 12	
My Commission expires June 18th . 20 13	_	
	An albras +	
AFFIX SEAL HERE NOTORY PUBLIC	Caral/Palferty	
THOS PENNSYLVANA		

COMMONWEALTH OF PENNSYLVANA

Notarial Seal
Carol Hasterly, Nutary Public
City of Leirobe, Westbacceaned County
My Correspond Expires June 18, 2013

Member, Pennsylvania Association of Nutanes

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#		-				
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Vendor Name:						
Questions:						
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