

FOSTER

L.B. FOSTER COMPANY
LEXINGTON DISTRICT SALES OFFICE
3493 Lansdowne Drive
Suite: 1
Lexington, KY 40517
Phone: (800) 824-6166
Fax: (859) 245-1760



DATE: 4-16-13

FAX COVER LETTER

FAX TO: WV DOH

ATTN: ALAN CUMMINGS

FROM: JOE DEYESSO

REF: REF# 07130867

NO. OF PAGES: 9 Including this cover sheet

REMARKS:

04/16/13 02:41:02 PM
West Virginia Purchasing Division

ALAN,

FOLLOWING IS OUR PRICE PROPOSAL
TO SUPPLY 10x42# BEAMS TO THE
DISTRICT 7 STORAGE YARD IN WESTON, WV.

PLEASE CALL WITH ANY QUESTIONS
OR IF ALL PAGES ARE NOT RECEIVED.

THANK YOU

RAIL, CONSTRUCTION, AND TUBULAR PRODUCTS

VISIT OUR WEBSITE @
www.shcctpiling.com

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: ALAN CUMMINGS
 SOLICITATION NO.: 07130867
 BID OPENING DATE: 4-17-13
 BID OPENING TIME: 1:30 pm
 FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [] Technical
 [] Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

04/17/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 26305-0130

Solicitation

NUMBER
07130867

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
L. B. FOSTER COMPANY
3493 LANSDOWNE DR.
LEXINGTON, KY 40517

SHIP TO

DIVISION OF HIGHWAYS
 DISTRICT SEVEN
 STORAGE YARD
 1205 US HWY 19 SOUTH
 WESTON, WV
 26452 304-269-0475

DATE PRINTED
03/27/2013

BID OPENING DATE: 04/17/2013 BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH HP-10X42 STEEL FOR PILING PROJECTS IN DISTRICT 7 PER THE ATTACHED SPECIFICATIONS.						
0001	181,440	LB		570-56	\$.4365/LB	\$ 79,198.56
	HP-10X42 (144 PIECES @ 30 LONG)					
0002	80,640	LB		570-56	\$.4365/LB	\$ 35,199.36
	HP-10X42 (48 PIECES @ 40 FEET LONG)					
***** THIS IS THE END OF RFQ 07130867 ***** TOTAL:						\$ 114,397.92

SIGNATURE <i>Joseph Vally</i>	TELEPHONE 800-829-6166	DATE 4-16-13
TITLE District Sales Mgr.	FEIN 25-1324733	ADDRESS CHANGES TO BE NOTED ABOVE

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

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

* **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 45 calendar days.

One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

Other: See attached.

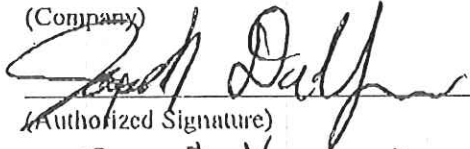
* ALL MATERIAL IS CURRENTLY IN STOCK,
SUBJECT TO PRIOR SALE. IMMEDIATE NOTICE
OF INTENT TO PURCHASE MUST BE MADE
IN ORDER TO SECURE MATERIAL FROM STOCK.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

L. B. FOSTER COMPANY

(Company)



(Authorized Signature)

JOE DEYESSO - District Sales Mgr.

(Representative Name, Title)

800-824-6166

(Phone Number)

859-245-1768

(Fax Number)

4-16-13

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 07130867

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

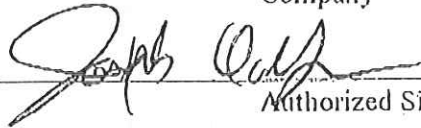
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

L.B. FOSTER COMPANY
Company


Authorized Signature

4-16-13
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

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REQUEST FOR QUOTATION
[0713-0867] [Structural Steel Beams]

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Pricing Pages. Award will be to a single vendor, not split.

4.2 Pricing Page: Vendor should complete the Pricing Page by filling in Unit Price, Total Amount, and the Grand Total in the blank spaces provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: ~~Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.~~ **NET 30 DAYS FROM INVOICE DATE.**

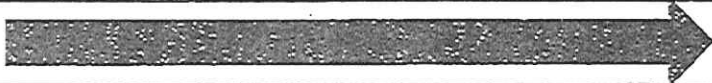
6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall begin fabrication of the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within **45 calendar days** after receiving a purchase order or notice to proceed. **Contract Items must be delivered to Agency at:**

District 7 Storage Yard
1205 US Highway 19 S
Weston, WV 26452
Phone: (304) 269-0439

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

Pricing Page					
RFQ#: 07130867					
Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Amount
1	181,440	pounds	HP-10x42 (144 pieces @ 30 feet long)	\$.4365/LB	\$ 79,198.56
2	80,640	pounds	HP-10x42 (48 pieces @ 40 feet long)	\$.4365/LB	\$ 35,199.36
Grand Total					\$ 114,397.92 -

RFQ No. 07130867

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of 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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: L.B. FOSTER COMPANY

Authorized Signature: Joseph Duff Date: 4-16-13

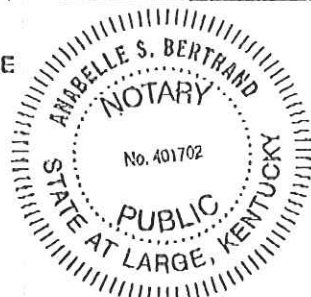
State of KY

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 16th day of April, 2013

My Commission expires MY COMMISSION EXPIRES 8/8/2013

AFFIX SEAL HERE



NOTARY PUBLIC Annabelle S. Bertrand

Purchasing Affidavit (Revised 07/01/2012)

NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.