



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

**Solicitation**

NUMBER
07140850

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK
304-558-2306

RFQ COPY

VENDOR

TYPE NAME/ADDRESS HERE  
**L.B. FOSTER COMPANY**  
**3493 LANSDOWNE DR. STE 1**  
**LEXINGTON, KY 40517**

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
02/05/2014

BID OPENING DATE: 02/26/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	317,520 HP 10 X 42	LB (252 PIECES @30 FEET LONG)		570-56	\$ .4375/LB	\$138,915. <sup>00</sup>
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF STRUCTURAL STEEL PILING\$ FOR VARIOUS PROJECTS PER THE ATTACHED SPECIFICATIONS.						
0002	789,600 HP 10 X 42	LB (470 PIECES @40 FEET LONG)		570-56	\$ .4375/LB	\$345,450. <sup>00</sup>
0003	79,800 HP 10 X 57	LB (28 PIECES @50 FEET LONG)		570-56	\$ .4375/LB	\$34,912. <sup>50</sup>

02/24/14 02:47:02PM  
 West Virginia Purchasing Division

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-824-6166	DATE 2-21-14
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'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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BID OPENING DATE: 02/26/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	72,000 HP 8 X 36	LB (50 PIECES		570-56 @40 FEET LONG)	\$.4375	\$31,500.00
0005	31,500 W 8 X 21	LB (75 PIECES		570-56 @20 FEET LONG)	\$.4800/US	\$15,120.00
0006	6,800 BAR-H, FLAT	LB (25 PIECES		570-56 @20 FETT LONG)	N/A	N/A
***** THIS IS THE END OF RFQ 07140850 ***** TOTAL:						<u>\$565,897.50</u>

SIGNATURE <i>John Cull</i>	TELEPHONE 800-824-6166	DATE 2-21-14
TITLE District Sales Mgr	FEIN 25-1324733	ADDRESS CHANGES TO BE NOTED ABOVE

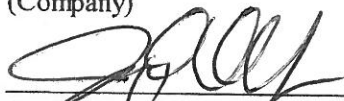
WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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)

/F: 859-245-1768

(Fax Number)

2/21/14

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: 07140850**

**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  
2-21-14  
 Date

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

REQUEST FOR QUOTATION  
[0714-0850] [Structural Steel Beams]

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways to establish a contract for the one time purchase of Structural Steel for piling projects.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item” means structural steel HP beams, W beams, and Bar-H flat steel.
  - 2.2 “Pricing Page” means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Contract Items are either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 “RFQ” means the official request for quotation published by the Purchasing Division and identified as 07140850.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.
    - 3.1.1 317,520 pounds of HP-10 x 42 structural steel beam.
      - 3.1.1.1 HP-10 x 42 structural steel beam must be 252 pieces 30 feet long.
      - 3.1.1.2 HP-10 x 42 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as “Exhibit B”.
    - 3.1.2 789,600 pounds of HP-10 x 42 structural steel beam
      - 3.1.2.1 HP-10 x 42 structural steel beam must be 470 pieces 40 feet long.
      - 3.1.2.2 HP-10 x 42 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as “Exhibit B”.

REQUEST FOR QUOTATION  
[0714-0850] [Structural Steel Beams]

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3.1.3 79,800 pounds of HP-10 x 57 structural steel beam

3.1.3.1 HP-10 x 57 structural steel beam must be 28 pieces 50 feet long.

3.1.3.2 HP-10 x 57 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

3.1.4 72,000 pounds of HP-8 x 36 structural steel beam

3.1.4.1 HP-8 x 36 structural steel beam must be 50 pieces 40 feet long.

3.1.4.2 HP-8 x 36 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

3.1.5 31,500 pounds of W-8 x 21 structural steel beam

3.1.5.1 W-8 x 21 structural steel beam must be 75 pieces 20 feet long.

3.1.5.2 W-8 x 21 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

~~3.1.6 6,800 pounds of Bar-H, Flat 1/2" x 8" structural steel~~

~~3.1.6.1 Bar-H, Flat 1/2" x 8" structural steel must be 25 pieces 20 feet long.~~

~~3.1.6.2 Bar-H, Flat 1/2" x 8" structural steel must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".~~

N/A

REQUEST FOR QUOTATION  
[0714-0850] [Structural Steel Beams]

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**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.

**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 30 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to 2 locations as follows:

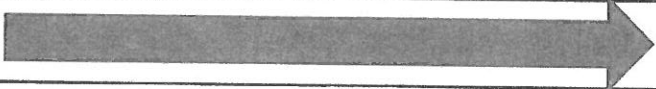
District 7 Storage Yard  
1205 US Highway 19 S  
Weston, WV 26452  
Phone: (304) 269-0439

252 pieces HP-10 x 42 @ 30 foot length  
120 pieces HP-10 x 42 @ 40 foot length  
28 pieces HP-10 x 57 @ 50 foot length  
75 pieces W-8 x 21 @ 20 foot length

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District 4 Storage Yard  
I-79 @ Exit 121 (Meadowbrook Rd)  
Bridgeport, WV 26330  
Phone: (304) 842-1500

350 pieces HP-10 x 42 @ 40 foot length  
50 pieces HP-8 x 36 @ 40 foot length  
25 pieces Bar-H, Flat 1/2" x 8" @ 20 foot length

Pricing Page					
RFQ#: 07140850					
Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Amount
1	317,520	pounds	HP-10x42 (252 pieces @ 30 feet long)	\$ .4375/lb	\$ 138,915. <sup>00</sup>
2	789,600	pounds	HP-10x42 (470 pieces @ 40 feet long)	\$ .4375/lb	\$ 345,450. <sup>00</sup>
3	79,800	pounds	HP-10x57 (28 pieces @ 50 feet long)	\$ .4375/lb	\$ 34,912. <sup>50</sup>
4	72,000	pounds	HP-8x36 (50 pieces @ 40 feet long)	\$ .4375/lb	\$ 31,500. <sup>00</sup>
5	31,500	pounds	W-8x21 (75 pieces @ 20 feet long)	\$ .4800/lb	\$ 15,120. <sup>00</sup>
6	6,800	pounds	BAR-H, FLAT 1/2" x 8" (25 pieces @ 20 feet long)	N/A	N/A
Grand Total					\$ 565,897. <sup>50</sup>



Quote #: JDEY301DVJ-1

# LB Foster

Construction Products

**Mailing Address:**

L. B. Foster Company  
3493 Lansdowne Drive  
Suite 1  
Lexington, KY 40517

**To: State of West Virginia**  
Department Of Administration  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130

**Phone:** (800) 824-6166  
**Mobile:** (617) 320-1463  
**Fax:** (859) 245-1768  
**Date:** 02/21/2014

**Attention:** Crystal Rink  
**Phone:** (304) 557-0215

**Re: RFQ #07140850**  
**STEEL PILING DIRECT**  
**PURCHASE**  
**BID DATE: 2-26-14**  
**Shipping Location: CHARLESTON, WV**

**We are pleased to quote as follows:**

	<u>Qty.</u>	<u>Description</u>	<u>Price / UOM</u>	<u>Extended Price</u>
1.	1,107,120.00 LB	NEW DOMESTIC <b>10X42#</b> H-BEARING PILE A572GR50 SUPPLIED AS <b>(252)</b> PCS AT <b>30'</b> & <b>(470)</b> PCS AT <b>40'</b> LONG - BARE STEEL.	\$0.4375/ LB	\$484,365.00
2.	79,800.00 LB	NEW DOMESTIC <b>10X57#</b> H-BEARING PILE A572GR50 SUPPLIED AS <b>(28)</b> PCS AT <b>50'</b> LONG - BARE STEEL.	\$0.4375/ LB	\$34,912.50
3.	72,000.00 LB	NEW DOMESTIC <b>8X36#</b> H-BEARING PILE A572GR50 SUPPLIED AS <b>(50)</b> PCS AT <b>40'</b> LONG - BARE STEEL.	\$0.4375/ LB	\$31,500.00
4.	31,500.00 LB	NEW DOMESTIC <b>8X21#</b> WIDE FLANGE A992/GR50 SUPPLIED AS <b>(75)</b> PCS AT <b>20'</b> LONG - BARE STEEL.	\$0.4800/ LB	\$15,120.00

Total: \$565,897.50

**FOB:** Shipping point, full freight allowed via truck to **Weston & Bridgeport, WV.**

**Terms:** Net 30 with Credit Approval.

**Shipment:** **Material from scheduled mill rollings, subject to mill availability at time of order.**

**Notes:** Sales tax not included  
Retainage in any manner is not permitted  
**Prices valid for acceptance with immediate firm order placement and prompt shipment.**  
Prices based on above quantities & lengths. Any change may result in price revision.  
Prices based on shipping full 40,000# minimum truckloads.  
**PRICE IN EFFECT AT TIME OF SHIPMENT.**

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

**L.B. FOSTER COMPANY**

By:   
Joseph Deyesso  
District Sales Manager  
jdeyesso@lbfooster.com

**TERMS AND CONDITIONS**

1. Prior Sale, Mill Rollings --- All material is offered subject to prior sale and/or availability of current mill rollings and Seller shall have no liability whatsoever from a failure to provide goods because of prior sale or unavailability of current mill rollings.
2. Prices --- Unless otherwise specified herein, prices noted on the face of this document are firm for thirty (30) days; subject, however, to the provision that, if, before shipment of this order, Seller should receive increases from its manufacturers or suppliers, the right is reserved to adjust the above price to those in effect at time of shipment without notice.
3. Delays --- Seller shall not be responsible for any failure or delay in delivery due to fires, floods, labor troubles, whether or not due to fault of the Seller, breakdowns, delay of carriers, mill delay, total or partial failure for any reason of the usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond the Seller's direct control. In the event of inability of the Seller, for any cause beyond Seller's control, to supply the total demands for any materials specified in this order, Seller may allocate its available supply among any or all Buyers on such basis as Seller at its sole discretion may decide without liability for any failure to perform the contract which may be of consequence thereof. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY WHETHER FROM CAUSES BEYOND SELLER'S CONTROL OR NOT.
4. Payments and Credit --- Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's credit department. Invoices submitted by Seller under this order are payable at par in legal tender of the United States of America in the city designated in the remittance address, upon the payment terms and in the amounts set forth hereon. Discount is applicable only to the amount shown on the face of the invoice as "Discount Amount". Whenever reasonable grounds for insecurity should arise with respect to due performance by the Buyer, Seller may demand different terms of payment from those specified on the face of this order and may demand satisfactory security for the performance of Buyer obligation. Any such demand shall be in writing and Seller may, upon making such demand, suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment, or fails or refuses to give adequate security for due performance, Seller may at its option treat such failure or refusal as a repudiation of a portion of order which has not been fully performed or may resume shipments under reservation of possession or of a security interest and may demand payment against tender of documents of title. AS LIQUIDATED DAMAGES AND NOT AS A PENALTY BUYER SHALL BE OBLIGATED TO PAY ON ALL ACCOUNTS NOT PAID ON THE DUE DATE THEREOF, THE LOWER OF (I) 11/2% PER MONTH ON THE OUTSTANDING ACCOUNT BALANCE OR (II) THE HIGHEST RATE PERMITTED BY LAW TOGETHER WITH ALL ATTORNEY'S FEES INCURRED BY SELLER TO COLLECT ANY DELINQUENT ACCOUNTS. Buyer agrees that notwithstanding any endorsements or legend appearing on Buyer's checks, drafts or other orders for payment of money they do not, solely because of such endorsement of legend or otherwise, constitute payment in full or settlement of the account. No failure of the Seller to exercise any right accruing from any default of the Buyer shall impair Seller's right in case of any subsequent default of the Buyer.
5. Standard Tolerances --- Except in particulars specified by the Buyer expressly agreed to in writing by Seller, the materials furnished hereunder are produced in accordance with standard manufacturing practices at the country of origin. All materials are subject to mill tolerances and variations consistent with normal manufacturing practice with respect to dimension, weight, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions and in quality, to deviations in tolerances and variations consistent with practical testing and inspection methods and to regular mill practices of Seller's suppliers of over and under shipments. The Seller is not responsible for any deterioration in quality which may result from processing operations or improper use by the Buyer.
6. Changes --- Order or specifications may not be cancelled or changed except upon terms that will indemnify the Seller against all loss. Postponement of delivery at Buyer's request, if for a period of more than thirty days, will not be made without Seller's approval first being obtained. Seller assumes no responsibility for any changes in specifications unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes.
7. Delivery and Transportation --- Delivery terms are as stated on the face of this document. Terms are subject to change without notice to those in effect at time of shipment.
  - A. Shipments F.O.B. Destination --- Unless indicated otherwise on the face of this document, all shipments made F.O.B. destination at Buyer's plant or such other place served by common carrier at which Buyer or his representative takes custody of the product, when custody is taken at a point within the United States, are based upon prevailing freight rates. Freight will be allowed on delivered prices only to the extent set forth on the face of the invoice. Cash discounts provided for in this order shall apply only to the discount value as indicated on the face of the invoice. In the case of pickup by the Buyer, Buyer's truck is destination and Seller will not deliver or bear any cost of shipment or transportation or make any allowance with respect thereto. Seller will in no event be responsible for spotting, switching, drayage, or other local charges at destination.
  - B. Deliveries F.O.B. Shipping Point --- Unless indicated otherwise on the face of this document, when the order is sold F.O.B. shipping point, whether the same be premises of Seller or its supplier, the cost of transportation thereof shall be borne by the Buyer.
8. Inspection --- Where Buyer is to inspect, inspection and acceptance must be made before shipment.
9. Warranty and Limitation of Remedies --- Seller undertakes that the products sold hereunder shall conform to specifications on the face hereof. Upon receipt of definite shipping instructions from Seller, Buyer shall return all defective material or material not conforming to such specifications to Seller after inspection by Seller, or at Seller's election subject to inspection by Seller's representative. The material returned must be returned in the same condition as when received by the Buyer. Defective material or material not conforming to specification so returned shall be replaced or repaired by the Seller without an additional charge or, in lieu of such replacement or repair, Seller may at its option, refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would apply from original destination on all defective material or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by Seller for shipping instructions. Buyer shall furnish such instructions promptly upon request. SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OR REPAIR, OR, AT SELLER'S OPTION TO REFUNDING THE PURCHASE PRICE APPLICABLE TO DEFECTIVE MATERIAL OR MATERIAL NOT MEETING SPECIFICATIONS. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR LOSS, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL INCLUDING, WITHOUT LIMITATION, WAREHOUSING, LABOR HANDLING AND SERVICE CHARGES NOT EXPRESSLY AUTHORIZED BY SELLER. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES (except for any warranty furnished by any supplier which runs directly in favor of the Buyer) GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
10. Claims --- Any course of dealings between the parties to the contrary notwithstanding, at Seller's election any claim for breach of warranty, failure or delay in delivery or otherwise, shall be deemed waived by the Buyer unless presented in writing to the Seller within ten days after receipt of material. No inspection or investigation of claims by the Seller even though occurring after the period above specified, shall be deemed a waiver of this provision. Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.
11. Taxes --- All taxes of any sort now or hereafter imposed by any federal, state, municipal or other governmental agency that may be levied against this transaction at any time now or in the future are for the Buyer's account.
12. Source of Materials --- Unless otherwise expressly agreed upon, Seller has the right to obtain the material ordered from any source at its discretion.
13. Patents --- If any material shall be sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save harmless Seller against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement of any United States or foreign patent and to defend any suits or action which may be brought against Seller for any alleged infringement because of the sale of any such material.
14. Waivers --- No waivers by the Seller of any breach of any provisions hereof shall constitute a waiver of any other breach of such provision. Seller's failure to object to provisions contained in any communication from the Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.
15. Compliance With Laws, Rules and Regulations --- In the performance of its obligations hereunder, Seller shall comply with all applicable laws, ordinances, rules and regulations including, without limitation: Executive Order 11246 (Equal Employment Opportunity); Executive Order 11625 (Minority Business Enterprises), Vocational Rehabilitation Act of 1973 and Executive Order 11758 (Employment of Handicapped Persons); Veterans Employment and Readjustment Act of 1972 and Executive Order 11701 (Disabled Veterans and Vietnam Veterans); Executive Order 11141 (Age Discrimination in Employment); and Fair Labor Standards Act of 1938.
16. Timing of Billing to Buyer - Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.
17. Storage of Material For Buyer - If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.
18. Material Reservation - Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

# 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: L. B. FOSTER COMPANY

Signed: 

Date: 2-21-14

Title: DISTRICT SALES MGR.

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 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.

**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: [Signature] Date: 2-21-14

State of KENTUCKY

County of FAYETTE, to-wit:

Taken, subscribed, and sworn to before me this 21st day of February, 2014

My Commission expires 8/8/17, 20  .

AFFIX SEAL



NOTARY PUBLIC

[Signature]