

# FAX

Date: 1/07/15  
 Number of pages including cover 5

To: WV DEPT. OF TRANSPORT.  
 Attn: CRYSTAL RINK  
 Phone: \_\_\_\_\_  
 Fax: 304 558 3970  
 CC: \_\_\_\_\_

From: RICHARD WAGNER  
 Phone: 304-755-5638  
 Fax: 304-755-7846

REMARKS:  Urgent  For your review  Reply ASAP  Please comment

RE: RFQ # 0803 DOT 15,000020  
 QUOTATION # 107104

01/07/15 11:08:27  
 WV Purchasing Division

01/07/15 11:08:40  
 WV Purchasing Division



# WEST VIRGINIA STEEL CORPORATION

P.O. Box 1029  
 Poca, WV 25159  
 Phone (304) 755-5638  
 Fax (304) 755-8611

**QUOTE**

Quote Date	Expires	Authorization	Salesperson	Customer #	Terms
1/07/15	2/06/15	CRYSTAL RINK	HOUSE	45900	
Quote #	P.O. Number	Bill of Lading	Ship Via	Prod/Sec	Shipped From
10/107104					CHARLESTON, WV

Sold To **R. WAGNER**  
**WV DEPT OF TRANSPORT.**  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISON  
 2019 WASHINGTON ST. E. CHARLESTON W 25305

Ship To **WV DIV. OF HIGHWAYS**  
**DISTRICT SIX HEAVY MAINTENANCE**  
 3870 NATIONAL RD.  
 WHEELING WV 26059


Quantity	Stock #	Description	Unit Price	UM	Extended Price
1	94-107104001	RFO NUMBER 0803 DOT150000020		EA	
300	94-107104002	HP10X42X40'-0	734.0000	EA	220,200.00
30	94-107104003	W6X28X30'-0	418.5000	EA	12,555.00
60	94-107104004	W6X15X30'-0	224.0000	EA	13,440.00
ALL MATERIAL A572-50/A992 ALL MATERIAL PLAIN FINISH NONE [ NO PAINT] PRICES GOOD FOR 30 DAYS UNTIL 2/7/15					
TERMS: Net 30 Days FOB: See Above TAXES: If Applicable			This acceptance is in accordance with the terms and conditions of Raleigh Mine & Industrial Supply, Inc. By _____ Date _____		SubTotal <b>246,195.00</b>
					Freight
					Sales Tax
					<b>Quote Total 246,195.00</b>

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

West Virginia Steel Corp.

(Company)

 Eng. Mgr. Richard Wagner  
(Authorized Signature) (Representative Name, Title)

304-755-5638 (fax) 304-755-7846 Jan. 7, 2015

(Phone Number) (Fax Number) (Date)

West Virginia Steel Corporation

## Terms and Conditions

1. Federal or state taxes now or hereafter imposed in respect to this quotation shall be for the account of the buyer.
2. Cancellation is not permissible after work is in progress.
3. We agree to furnish only materials listed above at price quoted.
4. Contingencies beyond control shall be sufficient excuse for any delay in delivery.
5. All quotations subject to change without notice.
6. AISC part 5 specifications to govern this proposal.
7. Final payment due 30 days after final invoice. Title passes upon full payment.
8. Unless noted otherwise all material quoted F.O.B. trucks destination.
9. Quotation subject to review after period shown on quotation and a finance charge of 1 ½% per month (18% per year) for accounts over 30 days past due.
10. This contract may be amended or modified only by a change order authorization acknowledged by both parties. The subcontract documents shall not be construed to create a contractual relationship of any kind.
11. The Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor has against the Owner.
12. The Contractor shall provide adequate storage areas for Subcontractor's materials and equipment during the course of work.
13. The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Subcontract.
14. The Contractor shall not give instructions or orders directly to the Subcontractor's employees unless so designated as authorized representatives of the Subcontractor.
15. The Contractor shall permit the Subcontractor to request information directly from the Architect pertaining to the project.
16. The Contractor shall furnish the Subcontractor, within 30 days of written request, information necessary and relevant for the subcontractor to give notice or enforce lien rights.
17. Contractor's claims for services provided the Subcontractor shall require:
  1. Seven days' prior written notice except in an emergency
  2. Written compilations to the Subcontractor of services and materials provided and charges no later than the fifteenth of the following month.
18. If the Subcontractor fails to carry out the work in accordance with this agreement and fails within three working days after receipt of written notice from the Contractor to commence correction of default, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy the contractor may have, make good such deficiencies and deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.
19. The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay or interference with the work of the Contractor or Owner.
20. If the Contractor does not pay the subcontractor through no fault of the Subcontractor, within three days from the time payment should be made as provided by this agreement, the Subcontractor may, without prejudice to any other available remedies, upon three additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been collected. The Subcontract sum shall be increased by reasonable costs for demobilization, delay, and remobilization.
21. Any claim arising out of or related to this Subcontract shall be subject to mediation and binding arbitration. The parties agree to share any mediator's fees and filing fees. The mediation shall be held in a mutually agreed upon location.
22. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
23. In case of termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with 10% overhead and profit on the work not executed.
24. Contractor shall make progress payments upon receipt of payment applications submitted on or about the 20<sup>th</sup> of each month.
25. Upon receipt of payment from Contractor, Subcontractor shall issue partial lien releases for the pertaining pay application.
26. Subcontractor agrees to, and does hereby, indemnify, save harmless and forever defend Owner from and against all mechanics liens or claims of materialman, laborers or subcontractors upon receipt of full payment.
27. This agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.
28. The terms and conditions of this quotation shall be incorporated into the contract and survive the contrary.
29. A finance charge of 1-1/2% per month (18% per year) will be assessed to accounts over 30 days past due.

RFQ No. DOT1500000020

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: West Virginia Steel Corporation  
Authorized Signature: [Signature] Date: 1/7/15

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of January, 2015.

My Commission expires August 22, 2018

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 07/01/2012)*

