



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 19 — Highways

Proc Folder: 568535

Doc Description: STRUCTURAL STEEL PILING (03190345)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-04-29	2019-05-14 13:30:00	CRFQ 0803 DOT1900000108	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Consolidated Pipe & Supply Co. Inc.
 907 HoneyBranch Industrial Park
 Debord, Ky. 41214
 606-298-0333

RECEIVED
 2019 MAY 14 AM 10:05
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 568-2402
 crystal.g.rink@wv.gov

Signature X

FEIN # 63-0418384

DATE 05/13/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR THE ONE-TIME PURCHASE OF STRUCTURAL STEEL PILING PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS HEAVY MAINTENANCE HEADQUARTERS 1685 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	H PILING 10'X57 POUNDS PER FOOT 200 PIECES AT 50' EACH	570000.00000	LB	.4450/lb	\$253,650.00

Comm Code	Manufacturer	Specification	Model #
30102803	New Domestic	A572 Gr50	H-Pile

Extended Description :
H PILING 10'X57 POUNDS PER FOOT 200 PIECES AT 50' EACH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS HEAVY MAINTENANCE HEADQUARTERS 1685 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	H PILING 10'X57 POUNDS PER FOOT 200 PIECES AT 40' EACH	456000.00000	LB	.4450/lb	\$202,920.00

Comm Code	Manufacturer	Specification	Model #
30102803	New Domestic	A572 Gr50	H-Pile

Extended Description :
H PILING 10'X57 POUNDS PER FOOT 200 PIECES AT 40' EACH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT THREE 624 DEPOT ST PARKERSBURG WV26101 US		DIVISION OF HIGHWAYS HEAVY MAINTENANCE HEADQUARTERS 1685 MILL RUN RD PARKERSBURG WV 26101 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	W STEEL BEAM 8'X28 POUNDS PER FOOT 40 PIECES AT 40' EACH	44800.00000	LB	.4975/lb	\$22,288.00

Comm Code	Manufacturer	Specification	Model #
30102803	New Domestic	A992/A572 Gr50	Beam

Extended Description :

W STEEL BEAM 8'X28 POUNDS PER FOOT 40 PIECES AT 40' EACH

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2019-05-03

Prices includes delivery to Parkersburg, WV
Materials from Mill Rolling subject to availability
H-Pile roll week of 6-9-19
Material subject to Mill bundle requirements
Price in affect at time of Shipment
Mill Test Reports Provided


Consolidated Pipe prefers payment by check

Consolidated Pipe takes exception to #28 Warranty wording. Exclude "fit for the purpose intended"

Exhibit A Pricing Page

CRFQ DOT1900000108

03190345

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Cost
1	570,000	Pounds	H. Piling 10 inches x 57 pounds per foot 200 pieces at 50 foot each	.4450/lb	\$ 253,650.00
2	456,000	Pounds	H. Piling 10 inches x 57 pounds per foot 200 pieces at 40 foot each	.4450/lb	\$ 202,920.00
3	44,800	Pounds	W Steel Beam 8 inch x 28 pounds per foot 40 pieces at 40 foot each	.4975/lb	\$ 22,288.00
Total Bid Amount 					\$ 478,858.00

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Brian Hansel Manager
(Name, Title)
Brian Hansel Manager
(Printed Name and Title)
907 Honey branch Ind. Park
(Address)
606 298 0333 606 298 0299
(Phone Number) / (Fax Number)
BHANS1@CONSOLIDATEDPIPE.COM
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Consolidated Pipe & Supply Co. Inc.
(Company)
Brian Hansel Manager
(Authorized Signature) (Representative Name, Title)
Brian Hansel Manager
(Printed Name and Title of Authorized Representative)
05/13/2019
(Date)
606 298 0333 606 298 0299
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT1900000108

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.

Consolidated Pipe & Supply Co. Inc.
Company


Authorized Signature

05/13/2019
Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Consolidated Pipe & Supply Address: 907 Honeybranch Trns Park

Name of Authorized Agent: Barry Newton Address: Debow Ky 41214
1205 Hilltop Parkway AL 35204

Contract Number: DOT 1900000108 Contract Description: Steel H/27e

Governmental agency awarding contract: WVDOH

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Barry Newton

Date Signed: 3-18-19

Notary Verification

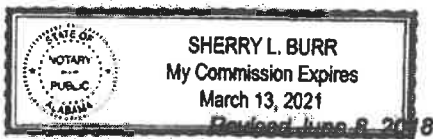
State of Alabama, County of Jefferson:

I, Barry Newton, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18 day of March, 2019

Sherry L. Burr
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Consolidated Pipe & Supply Co. Inc

Authorized Signature: Bobby Howler Date: 3-18-19

State of WV

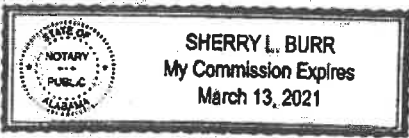
County of Jefferson to-wit:

Taken, subscribed, and sworn to before me this 18 day of March, 2019.

My Commission expires 3-13, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Sherry L. Burr



24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without 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 change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and ~~fit for the purpose intended~~; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

we prefer payment by check