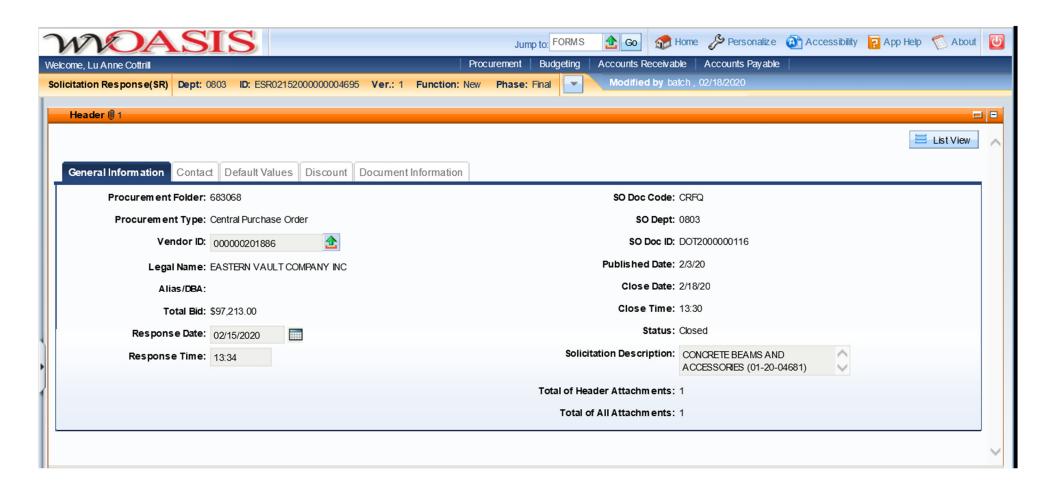


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 683068

Solicitation Description: CONCRETE BEAMS AND ACCESSORIES (01-20-04681)

Proc Type: Central Purchase Order

L	Date issued	Solicitation Closes	Solicitation Response	Version
		2020-02-18 13:30:00	SR 0803 ESR02152000000004695	1

VENDOR

000000201886

EASTERN VAULT COMPANY INC

Solicitation Number: CRFQ 0803 DOT2000000116

Total Bid: \$97,213.00 **Response Date:** 2020-02-15 **Response Time:** 13:34:03

Comments:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	INTERIOR BEAM	369.00000	LF	\$118.000000	\$43,542.00
Comm Code	Manufacturer	Specification		Model #	
30101717					
Extended De	scription : INTERIOR BEAM (27"x36") 30 DEG. LEFT FORWARD	60'-0" CENTE	R-TO-CENTE	R OF BEARINGS	,61'-6" OVERAL LENGTH (6 BEAMS),SKEV
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	EXTERIOR BEAM	123.00000	LF	\$122.000000	\$15,006.00
Comm Code	Manufacturer	Specification		Model #	
Comm Code 30101717	Manufacturer	Specification		Model #	
) 60'-0" CENTE	R- TO - CEN		GS,61'-6" OVERALL LENGTH (2 BEAMS),
30101717	scription : EXTERIOR BEAM (27"x36") 60'-0" CENTE	R- TO - CEN		GS,61'-6" OVERALL LENGTH (2 BEAMS), Ln Total Or Contract Amount

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description : B2 ELASTOMERIC BEARING PADS (1'-3 1/2"x4 3/4"x1 13/16")

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	1" TYPE 1 SPONGE RUBBER	125.00000	SF	\$20.000000	\$2,500.00

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description : 1" TYPE 1 SPONGE RUBBER (FOR BACKWALLS)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	2" TYPE 1 SPONGE RUBBER	30.00000	SF	\$20.000000	\$600.00
Comm Code	Manufacturer	Specification		Model #	
30101717					
Extended Des	scription: 2" TYPE 1 SPONGE RUB	BER (FOR BRID	OGE SEATS)		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	1" DIAMETER POST TENSIONING	138.00000	LF	\$22.500000	\$3,105.00
	BAR				
Comm Code	Manufacturer	Specification		Model #	
30101717	-				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
Line 7	Comm Ln Desc 1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD		Unit Issue EA	Unit Price \$20.000000	Ln Total Or Contract Amount \$320.00
	1" DIAMETER X 2' LONG GRADE 60	16.00000			
7	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD			\$20.000000	
7 Comm Code	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD Manufacturer	16.00000 Specification	EA	\$20.000000	
7 Comm Code 30101717	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD Manufacturer	16.00000 Specification	EA	\$20.000000	
Comm Code 30101717 Extended Des	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD Manufacturer scription : 1" DIAMETER X 2' LONG	Specification GRADE 60 ANC	EA CHOR ROD	\$20.000000 Model #	\$320.00
Comm Code 30101717 Extended Des	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD Manufacturer Scription : 1" DIAMETER X 2' LONG Comm Ln Desc TL-2 GUARDRAIL	Specification GRADE 60 ANC Qty 130.00000	EA CHOR ROD Unit Issue	\$20.000000 Model # Unit Price \$198.000000	\$320.00 Ln Total Or Contract Amount
Comm Code 30101717 Extended Des	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD Manufacturer scription: 1" DIAMETER X 2' LONG Comm Ln Desc	Specification GRADE 60 ANC	EA CHOR ROD Unit Issue	\$20.000000 Model #	\$320.00 Ln Total Or Contract Amount



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

State of West Virginia Request for Quotation 19 - Highways

Proc Folder: 683068

Doc Description: CONCRETE BEAMS AND ACCESSORIES (01-20-04681)

Proc Type: Central Purchase Order

Version Solicitation No **Solicitation Closes** Date Issued 1 0803 DOT2000000116 CRFQ 2020-02-03 2020-02-18 13:30:00

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

w

25305

US

VENDOR

Vendor Name, Address and Telephone Number:

PO BOX 1134
PRINCETON WV 24740

304-425-8955

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN#

55-0520255

DATE 2-14-20

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

BRIAN P. STRUBLE

Page: 1

FORM ID: WV-PRC-CRFQ-001

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 CONCRETE BEAMS AND NEEDED ACCESSORIES FOR THE LITTLE HURRICANE CREEK BRIDGE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR	and the state of t
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INTERIOR BEAM	369.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

INTERIOR BEAM (27"x36") 60'-0" CENTER-TO-CENTER OF BEARINGS,61'-6" OVERAL LENGTH (6 BEAMS),SKEW 30 DEG. LEFT FORWARD

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR	Experience Control of the Control of
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	EXTERIOR BEAM	123.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

EXTERIOR BEAM (27"x36") 60'-0" CENTER- TO - CENTER OF BEARINGS,61'-6" OVERALL LENGTH (2 BEAMS), SKEW 30 DEG. LEFT FORWARD

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR JOBSITE - SEE SPEC	Photosoph (1990)
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	B2 ELASTOMERIC BEARING PADS	32.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

B2 ELASTOMERIC BEARING PADS (1'-3 1/2"x4 3/4"x1 13/16")

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR JOBSITE - SEE SPEC	of a file of the company and the company
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	1" TYPE 1 SPONGE RUBBER	125.00000	SF		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

1" TYPE 1 SPONGE RUBBER (FOR BACKWALLS)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR	STATE OF THE STATE
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
us		us	

Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2" TYPE 1 SPONGE RUBBER	30.00000	SF		
		20,0000	Collin Li Desc	Committee and an arrangement of the committee and arrangement of the committee arrange

Comm Code	Manufacturer	Specification	Model #	
30101717				
00101111				

Extended Description:

2" TYPE 1 SPONGE RUBBER (FOR BRIDGE SEATS)

INVOIGE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR JOBSITE - SEE SPEC	TO A CONTROL OF THE PARTY OF TH
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	1" DIAMETER POST TENSIONING BAR	138.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

1" DIAMETER POST TENSIONING BAR WITH NUTS AND BEARING PLATES AS REQUIRED.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIR JOBSITE - SEE SPEC	Service Service Service Services
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD	16.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

1" DIAMETER X 2' LONG GRADE 60 ANCHOR ROD

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT ONE HQ		STATE OF WEST VIF	
1340 SMITH ST			
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	TL-2 GUARDRAIL	130.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
30101717				

Extended Description:

TL-2 GUARDRAIL WITH HARDWARE AS REQUIRED

SCHEDULE OF EVENTS

<u>Line</u> 1

Event VENDOR QUESTION DEADLINE

Event Date 2020-02-07

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
☑ A pre-bid meeting will not be held prior to bid opening
A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 7, 2020 at 10:00 AM

Submit Questions to: Crystal Hustead

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Crystal.G.Hustead@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ DOT2000000116 BID OPENING DATE: February 18, 2020

BID OPENING TIME: 1:30 PM FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 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: (This only applies to CRFP)
Technical 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 18, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East 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.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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: Initial Contract Term: This Contract becomes effective on and extends for a period of
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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

Revised 01/09/2020

upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendorshall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is

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listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: \$1,000,000-***See Below per occurrence.
Automobile Liability Insurance in at least an amount of:per occurrenc
Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
Cyber Liability Insurance in an amount of: per occurrenc
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.
***STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE
***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS: STATE OF WV 1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

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]

not limit the State or Age	GES: This clause shall in no way be considered exclusive and she y's right to pursue any other available remedy. Vendor shall pay mount specified below or as described in the specifications:	nall
	for	
Liquidated Dam	es 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.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 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.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

I Such reports as the Agency and/or the Purchasing Division may request. Requested reports
ay include, but are not limited to, quantities purchased, agencies utilizing the contract, total
ontract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - c. 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
 - d. The Director of the Purchasing Division 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.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.
VP. 7 GM
(Name, Title) P. STRUBLE, VP & GM
(Printed Name and Title) Po Box 1134 PRINCETON W 24740
(Address) 304-425-8955/304-425-1171
(Phone Number) / (Fax Number) STRUBLE @ EASTERN VAULT. NET
(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.
(Company) BRIAN P. STRUBLE, VP; GM
(Authorized Signature) (Representative Name, Title)
BRIAN P. STRUBLE, VP & G.M.
(Printed Name and Title of Authorized Representative)
2-14-2020
(Date) 304-425-8955 / 304-425-1171

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2000000116

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)
☐ Addendum No. 1 ☐ Addendum No. 6 ☐ Addendum No. 2 ☐ Addendum No. 7 ☐ Addendum No. 3 ☐ Addendum No. 8 ☐ Addendum No. 4 ☐ Addendum No. 9 ☐ Addendum No. 5 ☐ 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.
EASTERN VAULT CO., INC.
Company BRIAN P. STRUBLE
Authorized Signature
2-14-20
Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite

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

REQUEST FOR QUOTATION CRFO DOT2000000116

Concrete Beams and Needed Accessories (01-20-04681)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the one-time purchase of concrete beams and needed accessories for the Little Hurricane Creek Bridge.
- 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 concrete beams and accessories as more fully described by these specifications.
 - 2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 6 Interior Beam (27"x36") 60'0' center to center of bearings, 61'-6" Overall Length. Skew 30 degrees Left Forward
 - 3.1.2 2 Exterior Beam (27"x36") 60'-0" center to center of bearings, 61'-6" Overall Length. Skew 30 degrees Left Forward
 - 3.1.3 32 each B2 Elastomeric Bearing Pad (1'-3 ½" x 4 ¾" x 1 13/16")
 - 3.1.4 125 Square Feet 1" Type 1 Sponge Rubber (For Backwalls)
 - 3.1.5 30 Square Feet 2" Type 1 Sponge Rubber (For Bridge Seats)
 - 3.1.6 138 Linear Feet 1" Diameter Post-Tensioning Bar with Nuts and Bearing Plates as required

REQUEST FOR QUOTATION CRFQ DOT2000000116

Concrete Beams and Needed Accessories (01-20-04681)

- 3.1.7 16 each 1" Diameter x 2' Long Grade 60 Anchor Rod
- 3.1.8 130 Linear Feet TL-2 Guardrail with Hardware as required.
- **3.2 Mandatory Requirements:** Vendor must meet or exceed the mandatory requirements as shown below:
 - 3.2.1 All Prestressed Concrete Box Shaped Beams shall be manufactured in accordance with the attached West Virginia Department of Transportation, Division of Highways Standard Bridge Plan Sheets for State Project No. S340-29/4.53 00 as follows:

Item Description

Standard Sheet No.

27" Box Beam

BR-B27B

Beam Details

BR-B100, BR-B101,

BR-B102A, BR-B102B,

BR-B104, BR-B106

Post-Tensioning Details

BR-B103

A copy of the Standard Bridge Plan Sheets for Little Hurricane Creek Bridge is either included on the last page of this Request For Quote or attached hereto as **Exhibit B**.

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 total cost as shown on the Pricing Pages.
- 4.2 Pricing Page: Vendor should complete the Pricing Page by inputting a Unit Price for each Item Number and multiply by the Quantities to calculate the Total Cost for each. The Total Cost for each Item Number will be added together to calculate the Total Bid Amount. 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.

REQUEST FOR QUOTATION CRFQ DOT2000000116

Concrete Beams and Needed Accessories (01-20-04681)

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 deliver the Contract Items within 60 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at job site on CR 29, mile post 4.53, Little Hurricane Creek Bridge, near Winfield, WV in Putnam County. Bridge crosses over Little Hurricane Creek. A copy of the location map is either included on the last page of this RFQ or attached hereto as Exhibit C.
- 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.
- 6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION CRFQ DOT2000000116

Concrete Beams and Needed Accessories (01-20-04681)

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

Exhibit A Pricing Page

CRFQ DOT2000000116							
Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Cost		
1	369.0	Linear Feet	Interior Beam (27"x36") 60'0" center to center of bearings, 61'-6" Overall Length (6 Beams). Skew 30 degrees Left Forward				
2	123.0	Linear Feet	Exterior Beam (27"x36") 60'-0" center to center of bearings, 61'-6" Overall Length (2 Beams). Skew 30 degrees Left Forward				
3	32.0	Each	B2 Elastomeric Bearing Pad (1'-3 ½" x 4 ¾" x1 13/16")				
4	125.0	Square Feet	1" Type 1 Sponge Rubber (For Backwalls)				
5	30.0	Square Feet	2" Type 1 Sponge Rubber (For Bridge Seats)				
6	138.0	Linear Feet	1" Diameter Post-Tensioning Bar with Nuts and Bearing Plates as Required				
7	16.0	Each	1" Diameter x 2' Long Grade 60 Anchor Rod				
8	130.0	Linear Feet	TL-2 Guardrail with Hardware as Required				
Total Bid	Amount			\rightarrow			

EXHIBIT B PAGE 1 0F 9

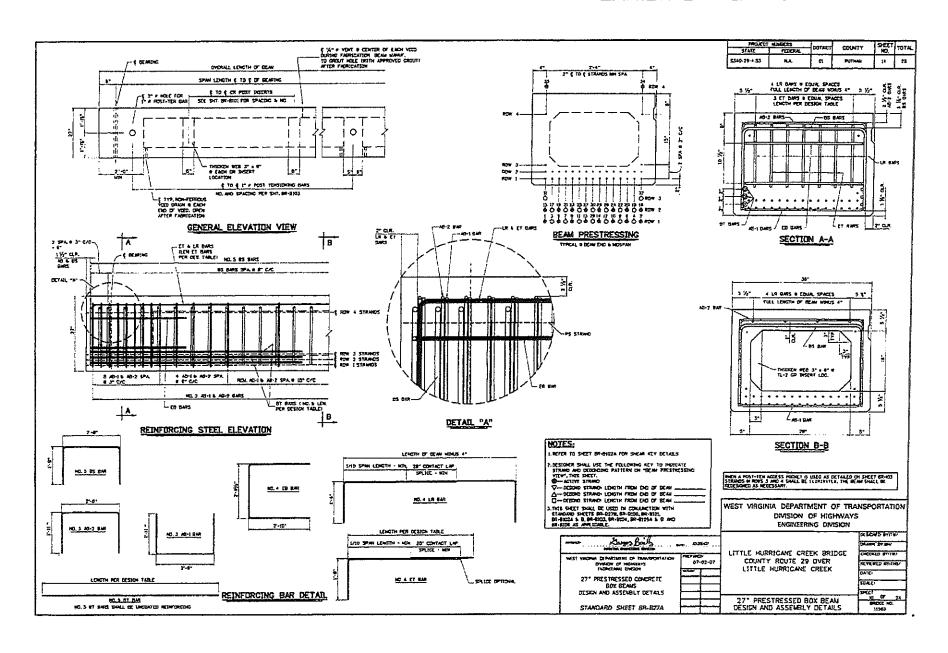


EXHIBIT B PAGE 2 OF 9

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																	RESTREETS BOX OFF			ON TABLE FO	R 27*		ĕ

EXHIBIT B PAGE 3 OF 9

GOVERNING SPECIFICATIONS

THE WEST VICENS CEPARATERY OF TRANSPORTATION, CHISCH OF HEIMASTS
STMOMED SPECIFICATIONS FOR READS MO BRIDGES, ACCOPTED TOTAL AS MEMOLD
BY THE CERTIFICATION SUPERIORILA, SPECIFICATIONS, THE CONTRACT SPANA MEMOLD
CONTRACT SPECIAL PROVISIONS AND THE CONTRACT PROVISIONS APPLICABLE TO

ALL BEARS ARE DESCRED IN ACCORDANCE BITN THE AASHTO EATH BROCE DESCRI SPECIFICATIONS, DATED 1998 AS AMENDED BY THE 2003 INTERIN SPECIFICATIONS.

ALL STANDARD ADJACENT PRESTRESSED CONCRETE BROOK BEAMS AND DESERRED TO MEET THE FOLLOWING CRITICALS.

1. DESCH LONGS:

ME-93 LWE LOAD IN ACCOMMANCE WITH THE RASHTO LIFE BROCK DESCH SPECIFICATIONS.

FUTURE MEATING SUPERACE OF SO PSF OF ROADWAY.

TYPE F PARAPET NEEDING 321 PCF.

DEFINADE DEAD LONG, NEWSER REQUIRED \$4500 ON 15"-0" WAY, SPACEC.

2. THO LAME DEBOTE WITH AN OYERALL ROTH OF 24"-5" CHICLE" DAP RETETEN ACL BEAGN. A CURB-TO-CLAR WOTH OF 22"-1", TRANSVERSE POST-TENSOMME, AND LEDS SCRE

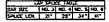
1. DESIGN STRENGTH AND UNIT STRESSES:

MAKEN CONCRETE STRENCTH & STRING RELEASE	5500 PS
NAMES CONCRETE STRENGTH & 18 DAYS	5C00 PS
IEMPORARY STRESS LIMITS IN CONCRETE REFORE LOSSES.	
COMPRESSION STRESS LIMIT # STRAND RELEASE	3300 PS
TOISON STRESS UM? & STRAND RELEASE	-200 PSI
COMPRESSIVE STRESS UNITS IN CONCRETE # SERVICE AFTER LOSSES-	
6 FAXL : (PS-OL-(L))	4800 PS
4 FRAL 2 (PS-OL)	3600 PS
4 FRAL 3 (500/PS-9L)-LL)	3200 PSI
TENSALE STREES LINT IN CONCRETE IN SERVICE IF AFTER LOSSES.	
* FNAL 1 PS-OL-LU	270 PS
TENOOR STRESS LIMIT PROR TO TRANSPER	202.5 457
TENDON STRESS LINT AFTER ALL LOSSES:	194.4 KSr

4. DEBONDAG OR SHELDING OF STRANGS TO REDUCE TEMPORARY TENSUE STRESSES IS PERMITTED, HOREVER DEBONDING IS LIMITED TO ACK PER ROW AND 20% TOTAL. IN NO INSTANCES SHALL CUSTER STRANGS BY DECOMORD, DEBONDED STRANGS SHALL OF SEPARATED BY AT LEAST ONE FULLY DONDED STRAND AND SHALL DE STIMETRICAL LINES BUT TO \$ SHE TUCKE CHEFTONE OF STRUMES SHALL BE ACCOMPLISHED BY TAPMS OR FORT FITTING PLASTIC

TURES TAPED AT EACH DIO.

- 5. THE ELASTONERIC BEAGNS PAGE PROYDED IN THE STANDARD DESCRIS ARE BASED ON ZERO DRUBE AND ARE LIMITED TO A MAXIMUM OF SK CRACE. H MISTANCES OF CRACES CHITTONE THIS LIAT, PAIRS SHALL BE SPECIFICALLY DESCRED. NOTICUAL PAG DESCHIS SHALL BE IN ACCORDANCE WITH SECTION IN, AASHTO TOPO REVELED SOLE PLATES ARE PERMITTED.
- 6. MATHEM BEAM SHEW SHALL BE 30 DECREES.
- 7. EMENIALTERNATE DESIGNS OR SITE SPECIFIC DESIGNS ARE PROVIDED, CRITERA SET FORTH IN THESE STANDARDS SHALL APPLY.
- A. NEGATIVE DESIGN CAREER AFTER ALL LOSSES IS NOT FERMITIED.
- Q. TACH OTHER PROYECO IN THESE STANDARD DESIGNS HAS BEEN LEAD RATED IN ACCURDANCE. BOTH SPECIAL SIZE OF DIRECTOR WEST VIRGINA GIVES OF HIGHBAYS BRIDGE DESIGN MANUAL, 2004 ADDITIONALLY, LOAD RATHE PROCEDURES ARE IN ACCORDANCE WITH THE MASH TO HAMMAL FOR CONCION EVALUATION AND LONG AND RESISTANCE FACTOR RATHE OF MICHAAY BROKES.



thes shell shall be used in comarcien with standard shell's ex-bita a b thmu brasiza a b, dradin, bradina a b, dradina, dradina, dradina a b and dradina as applicable.

MATERIALS & FARRICATION NOTES

THE PRESTRESSED CONCRETE BEAMS SHALL CONFORM TO ALL APPLICABLE PROMOTION OF STOTION 603 OF THE STANDARD SPECIFICATIONS.

HILD REMORGENCE:

ALL MED REMOVENCE STEEL SHALL BE CRADE 60, DEFORMED BYLLET STEEL AND SHALL BE EPOST COATED ENCEPT WHERE HOTED. ALL UNCOATED RENFORCHE SHALL WITH THE REQUIREMENTS OF AASHTO NOT. ALL EPOXY COLITED REMFORENCE SHALL MEET THE REQUIREMENTS OF AASHTO MOSH, EXCEPT WHERE AMENDED BY SECTION 709.1 OF THE STANDARD SPECIFICATIONS.

ALL TENSION CAP SPLEETS SHALL BY A CLASS & CONTACT TIPE, MINICH CAP SPICE LINCONS SHALL BE AS OWN IN THE "LAP SPICE TABLE", THE SHEET. ACCORDINGLY,
F LAP SPICING OF ET. LR. AND ST BARS IS USED, TERRIPATION OF THE SPICE SHALL BE NO CLOSER TO THE END OF THE BEAM THAN LINE OF THE SPAN LENGTH.

MARKIN HAR CENCING DIGUETER SHALL BE 6 DAR DANETERS, EXCEPT THAT NO. A 20 CARS MAY HAVE A MARKIN STRO CAMETER OF A BAR DAMETERS.

MANUAL CONCRETE COVER SHALL BE AS SPECIFED IN SECTION BOOLS OF THE STANDARD SPECIFICATIONS, EXCEPT WHERE NOTED ON THE PLANS.

PRESTRESSING STRANCE

- ALL PRESTRESSOR STEEL ENALE BE Nº 0, GRADE 270, 7 MRC DACOATED, LOW-RELAXATION STRAND MEETING THE REQUIREMENTS OF AASHTO MOOD, SUPPLEMENT SI.

ALL DEADS SESIONED IN THESE STANDARDS LITRICE STRANDS WITH A MOUNAL AREA OF DUET SO, IN. STRUMES WITH A MOURAL AREA OF BISS SO, M. IS PERMITTED FOR MOMERAL OR ALTERNATE DESCRIS, HOWEVER THE DESCRIER IS ENCOURAGED TO USE THE LARGER STRANG FOR IMPORATY REASONS. IN NO CASES WILL STRESS-RELECTED STRAND BE PERMITTED.

ALL STRANGS SHILL BE ENCLOSED HIDE THE STRANG CACE FOR THE FULL LENGTH OF THE BEAK.

ALL EXPOSED PRESTRESSING STRANG AT EACH BEAM THE SHALL BY SHEP COATED WITH A LIGHT COLD-APPLIED DITIMBERS ELASTONING WATERPROPERS MEMORING. MATERIAL SHOULD WEET ASTN CASE-84

CONCRETE:

ALL CONCRETE USED IN NUMBER CTUPNIC PRESTRESSED CONCRETE BEING SHALL MEET THE REQUIREMENTS OF SECTION 603.6 OF THE STANDARD SPECIFICATIONS. DESCRISTADIGIES SHALL MEET OF EXCEED THE MARKEN VALUES SET FORTH IN THESE PLANS.

- ALL CONCRETE USED IN PARAPETS AND CLERK SHALL BE CLASS IN CONCRETE.

ELASTO-ERC DEMONG PAGS:

- ALL REARING PAIRS SHALL MEET THE APPLICABLE REQUIREMENTS AS SET FORTH IN SECTION IS 2 OF THE MASK TO LINED PROCE CONSTRUCTION SPECIFICATIONS, 1993 FINITION MICH CLASSING MICHAINS. ALL BEACHES SHALL BE FREEL PERFORCED LAMBATED BEARIES

THE CLASTONER MATERIAL SHALL BE 60 DEPONETERS WITH A MARCH LOW TEMPERATURE CHURC OF 3 DOME CO.

AND STOLE DESCRIPTION SHALL BELL THE REGISTRATES OF SASKID ROOM DRIVE AS

GUARDRAY, GUARDRAY, POSTS, TURNG & PISERTS:

ALL WIREM DURRORSE AND ATTACHMENT HARDWAYE SHALL BE IN ACCORDANCE WIN SECTION TIZ.4 OF THE STANDARD SPECIFICATIONS. CLARECTAIL PESTS, STRUCTURAL TERMS, POST ATTACHERS BEFORE AND RECORDED SHALL MET I THE LISTED BAYESIAL AND CONTING SPECIFICATIONS.

OTT N	DE SCRIPTION	MATERAL SPEE	CONTINUE SPEC
POST	96:25	AASHTO NQTO, CR 36	AASHTO NITI
PLATE	%* = 7"	AASHTO 1270, CR 38	AASHYD 1413
TLESHE	75 Dx443798	AXTH ASOO, GR D	AASHTO MID
OUNEL	C7+9.8	AAŞHTO 1270, CR 36	AASHTO MO
FERRALE TIPE 2	A TA" 9 > ZA" MH LEN.	ASTM AIGS CIAJY STEEL!	AASHTO NO32
SECT	1. NO 4	ASTM ASIO GOST STEEL)	AASHTO M232
\$1005	U E. TOK	ASTM AIGH FIRM WITEA	AASHTO MISS
MUTS.	til •	AASHTO NOSI, CLASS C	AASHTO M232
COUPLERS] FYPE I	k ZX" ≠ ± S" LD=C	ASTU AXX 02U4 STEELS	AASHTO 4232
BOUTS JANDADA	15" + 12" LONG	AASHTO MO4 ITYPE & HID	AASHTO MZ32
BOLTS	W" # x ALL LEM.	AASHTO WAS CTYPE L 1840	AASHTO M233
HUTS	Nº F	AASHTO 10291, CLASS C	AASHTO NZ32
WASHERS.	ALL	AASHTO NODS	AASHTO NOSS

. TARK MELDING OF REDIFERENCENT IS NOT PERMITTED. REPFERENCE CASES AND LONGTHERNAL STEEL SKALL BE NEGRATELY TED WITH APPROVED MEANS TO PREVENT RADIOIC AND INSALIGNMENT.

- ALL BELONG OF FARRICATED ITEMS, AS SHOWN IN THESE PLANS SHALL BE IN ACCOMPANCE WITH ALL APPLICABLE PROVISIONS OF ARSINTO/AWS D.S. TOCK.

स्तर्भ न्यदेशस्य सम्बद्धाः	PERSONAL PROPERTY.	É	COMPT	ğ	TOTAL SHEET!
5310-79-4.53	A K	ö	D()14LL	ţß.	28

POST-TENSION C BARS

- POST - TENSIONIC THREAD BARS SHALL BE ONE NOW DANGTER, BOXES STEEL, AND SHALL CONFORM TO AASHTO NOZZS, TYPE C. STEEL THREAD BARS SHALL HE DESIDED TO ALLERY THE USE OF HEAVY HEX HUTS AND COUPLERS THAT THREAD ONTO THE END OF THE DEPORTATIONS. HEAVY NEX HOTS AND COUPLERS SHALL BY OF A DESIGN AND MATERIAL RECOMMENDED BY THE BAR WANT ACTURED TO DEVELOP THE FULL TENSILE STADUCTH OF THE GAR. PROPERLY DOCUMENTED CERTIFED HELL TEST REPORTS SHALL DE PROVICED FOR EACH HEAT OF STEEL THREAD BARS.

ALL MOST-TENSEMBLE THREAD BARS, NUTS, BEAMAG PLATES, COUPLERS, AND ANOLLARY HAPDRAFE SHALL BE HOT-DIPPED CALYANGED IN ACCORDANCE WITH AASHTO MID. THE EAVANCED PLANT SHALL ASSESSED ASSESSED ASSESSED SEASONS SEASONS SEASONS STA SAFTGUARD AGAINST HYDROCEN ENBRITTLEMENT, QUALITY CONTROL MEASURES SHALL COMPLY BITH ASTM A-MS. CERTIFICATION FOR HOT-DP DALYMAING SHALL BE PROVOED BY THE ESLYANZING PLANT.

ALL POST-TENSIONIC BEARNIC PLATES SHALL CONFORM TO ABSHID NOTE, GRADE 35

SHEAR REY CROUT-

DEAT SET DROUT SHALL BE A CROUT THAT IS RECOMENDED BY THE MANUFACTURER FOR A POURAGLE CROUT APPLICATION AND THAT BASED ON THE WARRENCTURER'S TEST DATA THE ATTAM A MOMEN OF 4500 PSI CONFESSIVE STITEMENTH IN 3 DAYS SPECIA CONSTITUES REPRESENTATING OF THE CONSTITUES TO BE EXPERIENCED AT THE SITE. THE GROUP MUST BE LISTED ON THE APPROVED LIST OF GROUPS PUBLICATION THE REST WICHA DYSON OF HIGHTATS, HATERALS CONTROL. SOL AND TESTING OYEIGH. THE CONTRACTOR SHALL PRE-YEST THE PROPOSED CREAT FOR COMPRESSIVE STRENGTH AT 3 AND 7 DAYS AND SIGNAT THE RESULTS TO THE BRECE PROJECT MANAGER FOR APPROVAL PROOF TO METALLATION OF THE GROUT IN THE STRUCTURE, THE TESTS WILL BE BASED ON A POURSELE CONSCIENCY WIN THE SAME MATERIASPOUT METURY RATO TO DE USED IN THE STRUCTURE.

THE CONTRACTOR SHALL OF RECIPED TO SUBMIT FOR EACH PROJECT, THE ORGIN PRE-TEST RESULTS OUT AND IN THE MOTE ABOVE. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM A NEW PRE-TEST AND SUBVISSION FOR APPROVAL LINDER ANY OF THE FOLLOWING CONCINCIONS.

· A PERSON OF TH MONTH'S HAS ELAPSED TINCE LAST PICE-APPROVAL TESTING.

CROUT NAME ACTURER HAS REVISED OR CHANCED THE CROUT SPECIFICATIONS.

THE CONTRACTOR ALTERS THE PAYER/CROUT NOTURE RATO

. THE CONTRACTOR CHANGES CROUT MANUFACTURES. . THE CONTRACTOR IS RETURNED TO PROMIETE THE COURT STREETS THEIR ON BRANCOS

TEST PROCEDURE FOR DETERMINE THE COMPRESSIVE STRENGTH OF CHUIT SHALL USE CLEE SPECIMENS IN ACCORDANCE WITH ASTIN CITY, AS MODIFIED BY ASSIN CROSS, CARRIES THE TING IN ACCORDANCE WITH AASHTO 123 ISTANDARD CTENDER TESTS & NOT ACCEPTABLE.

PROJECTIVE SUPPLIES THE ATMENTS.

 EACH PRESTRESSED COMPRETE BEAU SHALL DE TREATED BY THE WANGFACTURER AT THE FARREATON PLANT BITH AN APPROVED CONCRETE SEALER ISLANDI. AN APPROVED LIST OF CONDECTE STATERS ARE ON FRE AT THE WEST VINCINA DIVISION OF HIGHWAYS, MATERIALS CONTROL. SOL AND TESTING DIVISION. CONCRACE SHALL NOLLES TOP AND BOTTOM OF MITTER BEAUS, AND TOP, SOTTON AND EXTERER SIZE OF EXTEROR BEAU. APPLICATION RATE SHALL BE FER THEATMENT SHAMEFACTURER'S RECOMMENCATION

. AFTER COMPLETON OF THE STANE TREATMENT BY FARDCATOR AND A MAXMON OF FIVE BOSPOIC DATS FROM TO SIGNANT OF THE BEAKS, THE FARRICATOR SHALL BE RESPONSIBLE FOR ARRASME BLAST CLEANING TO CLEAN WHITE COMPRETE THE INTERIOR SEES OF BEING FOR THE FUEL LENGTH. CLEAN THITE CONCRETE SHALL VEAN REMOVAL OF ALL ERT, GREASE, OL, AND LOSSE CONCRETE LATINGE MO PROVICE A ROLD-ENED CONSTRUE SURFACE. DEASTING NEOLIN SHALL BE APPROVED BY THE DYSON OF HIGHEATS.

PART DEARTHEST THE FARRESTOR SHALL BE RESPONDED FOR THE PREPARATION OF SHOP GRAINES IN ACCORDANCE WITH THE WEST VIRENA DIVISION OF HOWAYS DOCUMENTS, DO-KIZ AND THE STANDA SECRETATIONS. ACCOUNT MECHANISM & PROVIDED IN SECRET OF THE RECORD PROPERTY. SHOP DRAINGS SHALL HOLDOE THE FABRICATOR'S DETENSIONIC PLAN.

		WEST VIRGINIA DEPARTMENT OF TRAI DIVISION OF HIGHWAYS ENGINEERING DIVISION	SPORTATION
ALL MORE COMMISSION OF ANY COLUMN CO.	67-62-07 8710 1#	LITTLE HURRICANE CREEK BRIDGE COUNTY ROUTE 29 DVER LITTLE HURRICANE CREEK	BUANT NAME
PROTESTAND CHARACT POTES REVISED STANDARD SHEET BR-8100		PRESTRESSED CONCRETE BEAM DESIGN & ASSEMBLY NOTES	215&3

EXHIBIT B PAGE 4 OF 9

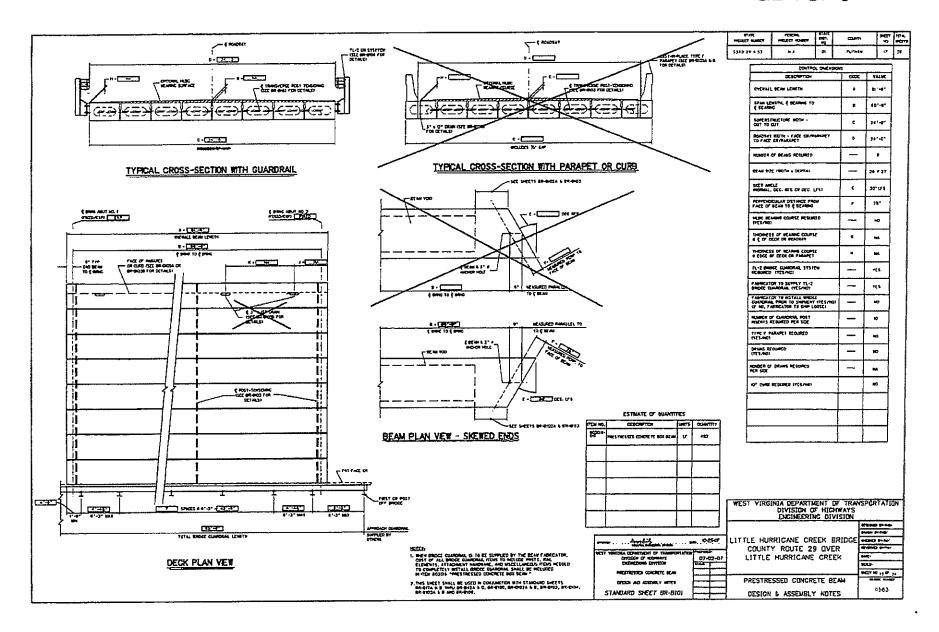


EXHIBIT B PAGE 5 OF 9

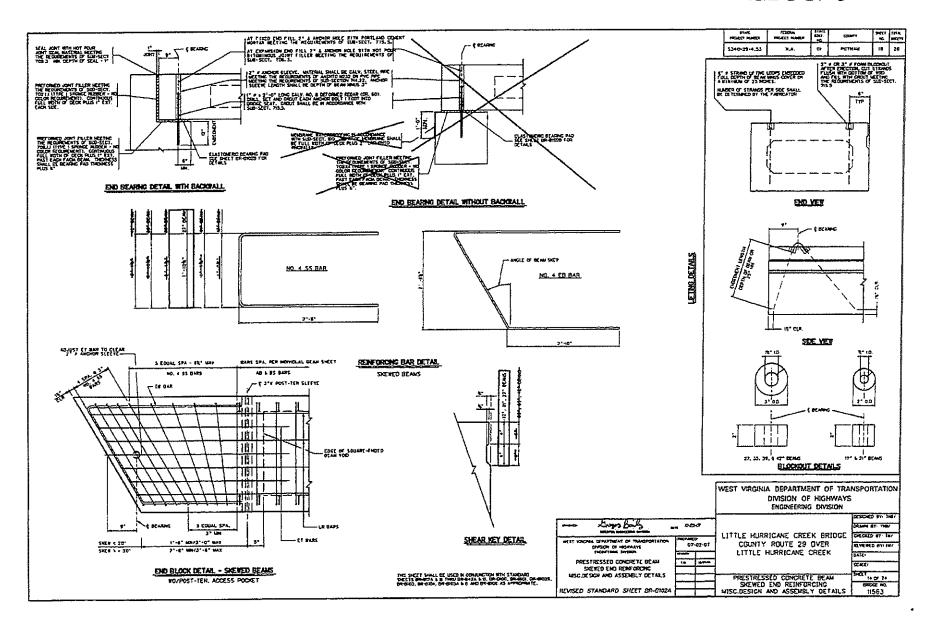


EXHIBIT B PAGE 6 OF 9

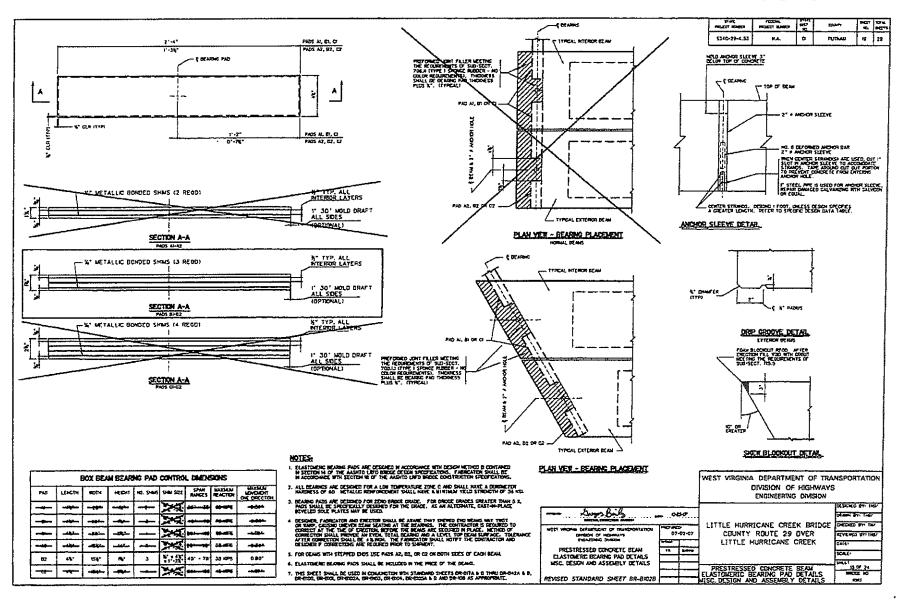


EXHIBIT B PAGE 7 OF 9

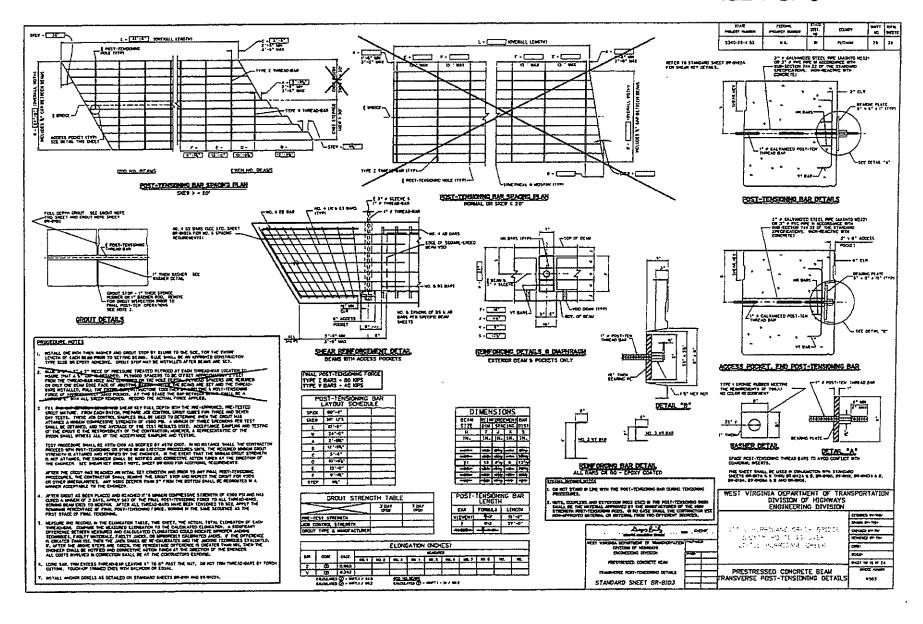


EXHIBIT B PAGE 8 OF 9

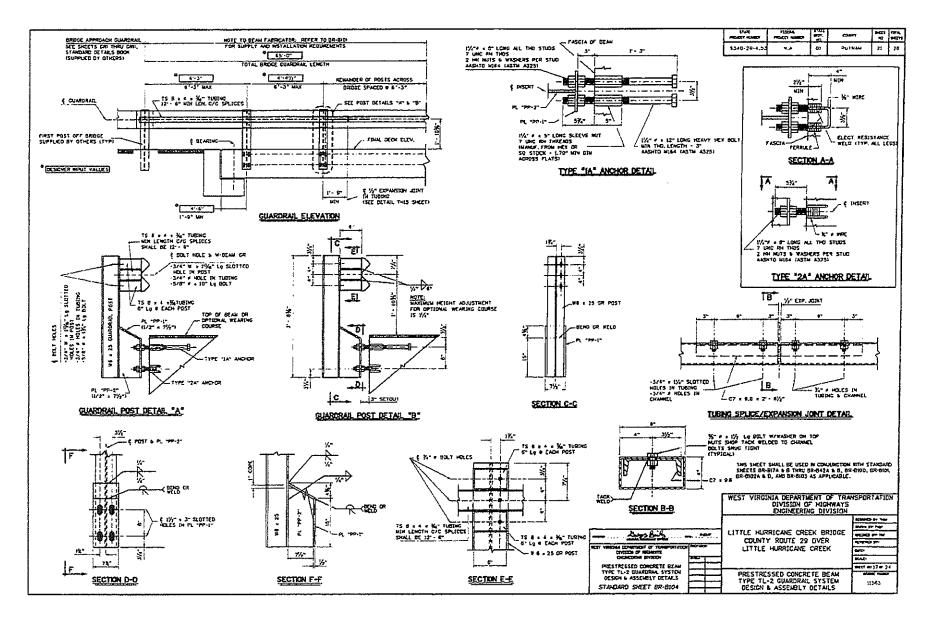
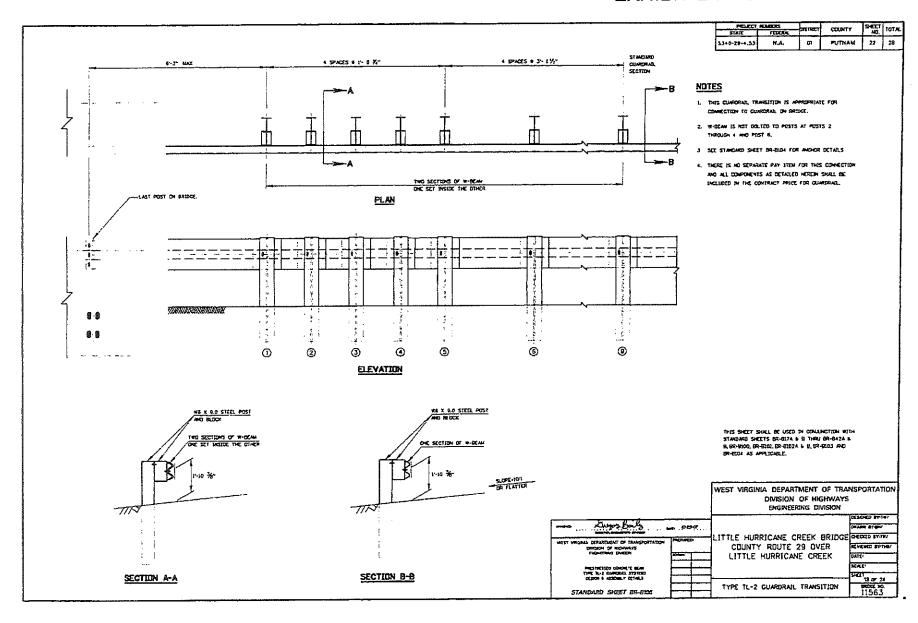
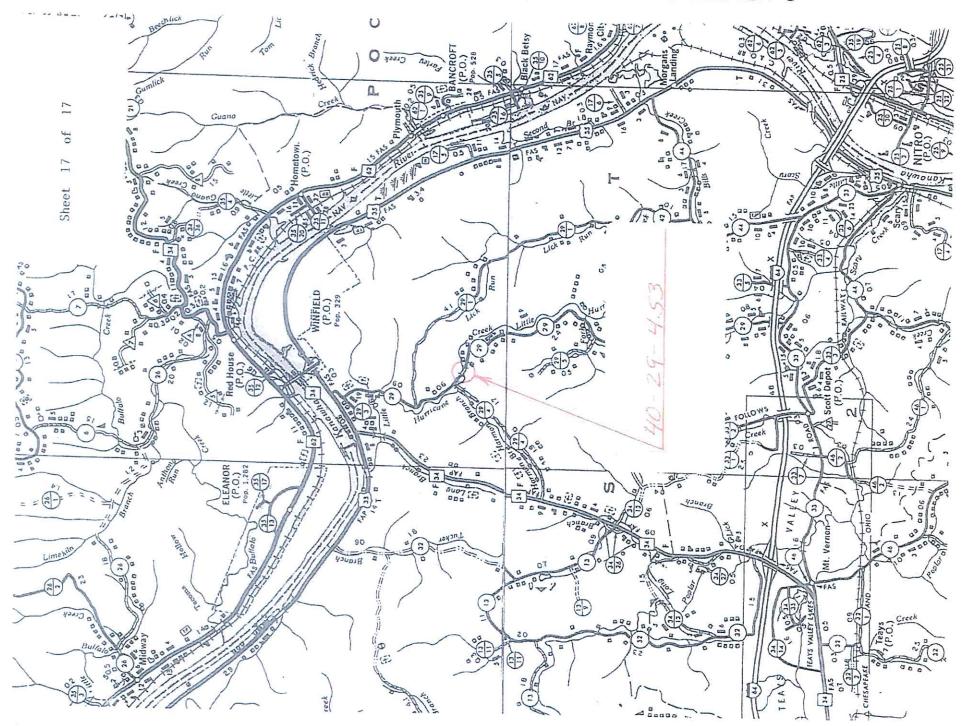


EXHIBIT B PAGE 9 OF 9



LITTLE HURRICANE CREEK BRIDGE EXHIBIT C



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:Ad	c. Po Box 1134
Name of Contracting Business EntityA	PRINCETON W 24740
ROLL P. CLOUBLE	TATALOGO WY D.
Name of Authorized Agent:Ad	dress:
Name of Authorized Agent: BRIAN P. STRUBLE Add Contract Number: DOT 2 000000 ILE Contract	Description: PRESTRESSED
Governmental agency awarding contract:	
☐ Check here if this is a Supplemental Disclosure	
List the Names of Interested Parties to the contract which are known or entity for each category below (attach additional pages if necessary):	reasonably anticipated by the contracting business
1. Subcontractors or other entitles performing work or service to	under the Contract
Check here if none, otherwise list entity/individual names below	<i>i</i> .
2. Any person or entity who owns 25% or more of contracting e Check here if none, otherwise list entity/individual names below	
3. Any person or entity that facilitated, or negotiated the term services related to the negotiation or drafting of the applicab Check here if none, otherwise list entity/individual names below	le contract)
CONI	ate Signed: 2-14-2020
Signature: Da	ate Signed:
Notary Verification	
State of West Viginia, County of	Mercy:
1,	, the authorized agent of the contracting business
entity listed above, being duly sworn, acknowledge that the Disclosu penalty of perjury.	re herein is being made under oath and under the
Taken, sworn to and subscribed before me this / 4 +\ day	of February ,202.0
- Bois	Comeray
To be completed by State Agency:	otary Public's Signature
Date Received by State Agency:	OFFICIAL SEAL
Date submitted to Ethics Commission:	Notary Public, State of West Virginia
Governmental agency submitting Disclosure:	LOIS COMEROSE

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 panalties 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 exceed 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: EASTERN VAULT (O.) INC.	
Authorized Signature: BRIAN P. STRUBBLE:	2-14-20
State of West Viginia	
County of March, to-wit:	
Taken, subscribed, and sworn to before me this 14 day of February	, 20 _ <i>A.</i> U
My Commission expires March 24 2023	
AFFIX SEALTHERE OFFICIAL SEAL. Notary Public, State of West Virginia	n Comeros
I O'S COMEROSE	Purchasing Affidavit (Revised 01/19/2016

PO Box 291 Lashmeet, WV 24733 My commission expires March 26, 2023

Exhibit A Pricing Page

CRFQ DOT2000000116						
Item Number	Quantity	Unit of Measure	Description	Uni	t Price	Total Cost
1	369.0	Linear Feet	Interior Beam (27"x36") 60'0" center to center of bearings, 61'-6" Overall Length (6 Beams). Skew 30 degrees Left Forward		\$118.00	\$43,542.00
2	123.0	Linear Feet	Exterior Beam (27"x36") 60'-0" center to center of bearings, 61'-6" Overall Length (2 Beams). Skew 30 degrees Left Forward	\$	122.00	\$15,006.00
3	32.0	Each	B2 Elastomeric Bearing Pad (1'-3 ½" x 4 ¾" x1 13/16")	\$	200.00	\$6,400.00
4	125.0	Square Feet	1" Type 1 Sponge Rubber (For Backwalls)	\$	20.00	\$2,500.00
5	30.0	Square Feet	2" Type 1 Sponge Rubber (For Bridge Seats)	\$	20.00	\$600.00
6	138.0	Linear Feet	1" Diameter Post-Tensioning Bar with Nuts and Bearing Plates as Required	\$	22.50	\$3,105.00
7	16.0	Each	1" Diameter x 2' Long Grade 60 Anchor Rod	\$	20.00	\$320.00
8	130.0	Linear Feet	TL-2 Guardrail with Hardware as Required	\$	198.00	\$25,740.00
Total Bid	Amount					\$97,213.00

WV-10 Approved / Revised 09/15/17

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 Vendor Preference, if applicable.

1	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia, 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,
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents; and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4	Application is made for 5% 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% 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% 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.
requirer	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; seess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to racting agency or deducted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid lired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information I by the Tax Commissioner to be confidential.
and if a	hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder nything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasision in writing immediately. EASTERN VAUGE Co. TIME. Signed:
Date:	2-14-20 Title: VP; 6M
*Check a	ny combination of preference consideration(s) indicated above, which you are entitled to receive: