



Dear Sir or Madam,

First of all, BMG Latin American, Inc appreciates the opportunity to be able to submit a bid on this solicitation: CRFQ DOT2 100000008.

This letter is in regards to **Section 11 EXCEPTIONS AND CLARIFICATIONS**. It states that we are to clearly mark any exceptions, clarifications, or other proposed modifications in our bid. It then states Exceptions to, clarifications of, or modification of a requirement or term and condition of the Solicitation may result in bid disqualification. However, we are not privy as to what would be subject to disqualification.

We do not want to be automatically disqualified for submitting anything in this document. We listed below some of the terms that we would like to be able to negotiate on. Not all of them are deal breakers and we are very fair and reasonable to work with and can concede to the terms as is or negotiate them in good faith.

Bottom line, we would like to negotiate the items before being disqualified, as this Section 11 clearly states we are asked and permitted to submit them. We don't want to get disqualified. To the extent anything written below would be grounds for an automatic disqualification, please disregard it and consider our comment null and void and accept our bid.

Thank you very much.

1. Section 4. We would like to negotiate on schedule. Currently the information in the documents is 60 days from notice to proceed or receipt of purchase order. The 60 day term is fine, but we would like to clarify approximately when the notice to proceed or purchase order can be expected and also if there are requirements to deliver in certain stages.
2. Section 13. This states that pricing is firm and locked in for the life of the contract. Locking in pricing for the 60 day delivery term is fine. However, there is no indication when the actual notice to proceed or purchase order would be issued. Steel prices fluctuate, and if we aren't issued a PO fairly quickly, its hard for us to maintaining. A commitment on a date /time frame that a PO is issued could solve this.
3. Section 14 and Section 5.1 of the Specifications. The payment terms are not clearly specified and we would like to negotiate.
4. Section 18. We understanding the contract is subject to government funding and may be cancelled. We would like to negotiate this to include language that allows us compensation for work delivered, work in progress and reasonable costs incurred in the event the contract needs to be cancelled after it is issued. We can agree to mutually acceptable language or provide a termination schedule.
5. Section 19 Cancellation

BMG LATIN AMERICA INC
207 Crystal Grove Blvd. Lutz FL 33548
www.bmglatinamerica.com
813-907-9314

RECEIVED
2020 AUG 19 AM 8:23
VV PURCHASING
DIVISION

- a. For cancellation for default, instead of immediate cancellation of the contract, we would like to agree to a mutually agreed upon written notice and cure period such as three days to commence and diligently continue to correct the issue.
 - b. For cancellation for convenience, we would like to negotiate this to include language that allows us compensation for work delivered, work in progress and reasonable costs incurred in the event the contract needs to be cancelled after it is issued. We can agree to mutually acceptable language or provide a termination schedule.
6. Section 28. Because we are supplying steel to specific specifications provided by others, we would like to negotiate that our warranty conforms with the specifications.

Thank you again for your consideration.

Sincerely,



Alba L Benitez

CEO



Dear Sir or Madam,

First of all, BMG Latin American, Inc appreciates the opportunity to be able to submit a bid on this solicitation: CRFQ DOT2 100000008.

This letter is in regards to **Section 16 SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES**. Below are BMG Latin America's certifications that we would like to be considered for this solicitation and bid. We are based out of Florida. We have an address in West Virginia, so we may be considered a WV resident. If not, we would like to have the certifications apply as a non-resident business as described in Section 16. Confirmations of these certifications are attached. Should you require any additional details, we will be happy to provide.

1. Small Business Enterprise
2. Minority Business Enterprise (Hispanic) – Florida
3. Women Owned Business – Florida

Thank you again for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Alba L Benitez", with a long horizontal flourish extending to the right.

Alba L Benitez

CEO

BMG LATIN AMERICA INC
207 Crystal Grove Blvd. Lutz FL 33548
www.bmglatinamerica.com
813-907-9314



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 09/12/2020 from 8:00 AM to 1:00 PM.

ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

BMG Latin America, Inc.
 DUNS: 101810062 CAGE Code: 5AZG8
 Status: Active
 Expiration Date: 08/05/2021
 Purpose of Registration: All Awards

207 CRYSTAL GROVE BLVD STE 101
 APTX FL 33548-6404
 UNITED STATES

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

RETURN TO SEARCH

Entity Overview

Entity Registration Summary

Name: BMG Latin America, Inc.
Business Type: Business or Organization
Last Updated By: Alba Benitez
Registration Status: Active
Activation Date: 08/05/2020
Expiration Date: 08/05/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200817-1154
WWW4

- [Search Records](#)
- [Disclaimers](#)
- [FAPHS.gov](#)
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- [Accessibility](#)
- [GSA.gov/IAE](#)
- [Check Status](#)
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This is a U.S. General Services Administration Federal Government computer system that is "FOUO (FOUO, USE ONLY)". This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Please print this page for your records.

[Print](#)

Registration Summary

General Vendor Information

Vendor Name: bmg latin america, inc.
Short Name (Does Business As):
Ariba Network ID:
Dun and Bradstreet Number:
Web Site: http://www.bmglatinamerica.com
Federal Tax ID Number: F010694581
Name that appears on 1099 Form: bmg latin america, inc.
W9 Status: Valid W-9 on File
DFS W9 Last Update Date: Aug 12, 2015
Business Designation: Corporation

Contacts

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Alba Benitez	CEO	813-907-9314	813-907-9316	alba@bmglatinamerica.com
Alba Benitez	CEO	813-907-9314	813-907-9316	alba@bmglatinamerica.com

Locations

<u>Location Name</u>	<u>Vendor Number</u>
<u>Tampa</u>	<u>F010694581 002</u>
P.O. Info: Orders:EMAIL Email: alba@bmglatinamerica.com Fax: Contact: Alba Benitez 207 Crystal Grove Blvd. Lutz, FL 33548 Hillsborough US	Remit To: Fax: Contact: Alba Benitez 207 Crystal Grove Blvd. Lutz, FL 33548 Hillsborough US
	Billing Contact: Email: Fax: Contact: Alba Benitez 207 Crystal Grove Blvd. FL Lutz, FL 33548 Hillsborough US

Certified Business Enterprise Info (CBE)

Minority Business Designation: Hispanic, Certified
Woman Owned Designation: Woman-Owned, Certified

30265000 Aluminum sheets
30265100 Aluminum coil
30265500 Iron ingots strips billets and coil
31341100 Welded or brazed sheet assemblies
40181800 Welded steel tubes

Close Window

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

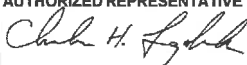
PRODUCER Acentria Insurance - Brandon 308 Elizabeth St. Brandon FL 33511	CONTACT NAME: Certificates	
	PHONE (A/C No, Ext): 813-689-0021	FAX (A/C, No): 813-654-7656
E-MAIL ADDRESS: coibrandon@acentria.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Southern-Owners Insurance Company		10190
INSURER B: Owners Insurance Company		32700
INSURER C: Normandy Insurance Company, Inc.		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2011379221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20145591	11/9/2019	11/9/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		4614559101	11/9/2019	11/9/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4614559102	11/9/2019	11/9/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NHFL0073732020	7/24/2020	7/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"FOR BIDDING PURPOSES"

CERTIFICATE HOLDER BMG Latin America, Inc 207 Crystal Grove Blvd. Lutz FL 33548	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

State of Florida

Department of State

I certify from the records of this office that BMG LATIN AMERICA, INC. is a corporation organized under the laws of the State of Florida, filed on May 9, 2002.

The document number of this corporation is P02000051424.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 25, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of February,
2019*



Samuel R. Bee
Secretary of State

Tracking Number: 9352742238CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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... [] Bidder is a resident vendor partnership... [] Bidder is a nonresident vendor which has an affiliate...
2. Application is made for 2.5% vendor preference for the reason checked: [] Bidder is a resident vendor who certifies that...
3. Application is made for 2.5% vendor preference for the reason checked: [] Bidder is a nonresident vendor that employs a minimum...
4. Application is made for 5% vendor preference for the reason checked: [] Bidder meets either the requirement of both subdivisions...
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...
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...
7. Application is made for preference as a non-resident small, women- and minority-owned business... [] Bidder has been or expects to be approved...
8. [X] Application is made for reciprocal preference. [X] Bidder is a West Virginia resident and is requesting reciprocal preference...

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: BMG Latin America Inc. Signed:
Date: 8-17-2020 Title: CEO

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



Application for Certificate of Authority

For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Business Legal Name:
BMG LATIN AMERICA INC

Registered Name	BMG LATIN AMERICA INC
Submitted Date	08/13/2020
Registration Type	New Business 2
Registrant Type	An out-of-state business that will not do business in the state but is registering only to report withholding tax for WV residents who work in another state.
Charter Type	Foreign
Class	For Profit
Organization Type	Corporation
Home State	FL
County	Out of State
WV Effective Date	08/13/2020
Original Charter Date	05/17/2002
Business Legal Purpose	BMG Latin America, since 2002 has been supplying special steels in Latin America and the United States. Large companies such as CATERPILLAR, Bombardier, Southern Peru Corporation and Trinity have trusted us and have made us their strategic partner where we offer our services in any port in the world. BMG has committed and highly qualified professional and technical personnel in different markets; in turn, maintains leadership and personalized advice.
Corporation Perpetual	Providing quality service, BMG focuses on satisfying the customer not only with a product that surpasses the measures of excellence, but also with specialized customer service dedicated to meeting consumer needs.
Primary Business Location	Yes
Tax Return Mailing Address	207 Crystal Grove Blvd Lutz , FL 33548
Agent of Process	Phone #: (813)907-9314 County: Out of State 207 Crystal Grove Blvd Lutz , FL 33548
Principal Office	Alba Benitez
Officer Information	BMG LATIN AMERICA INC 207 Crystal Grove Blvd Lutz , FL 33548 207 Crystal Grove Blvd Lutz , FL 33548
Director Information	Alba Benitez Title: President 207 Crystal Grove Blvd Lutz , FL 33548 Ignacio Benitez 207 Crystal Grove Blvd Lutz , FL 33548
This Business Registered Before?	No
Primary Business Class	4441 Building Material and Supplies Dealer 444190 - Other Building Material Dealers
Business Activity Public?	Yes
Offer credit services?	No
Purchase future payments?	No
Are you a scrap metal dealer or recycler?	No
Veteran-Owned organization?	No
Company Website Address	www.bmglatinamerica.com





Application for Certificate of Authority

Business Legal Name:
BMG LATIN AMERICA INC

For filling with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Would you like to be contacted by a WWSBDC business coach? Yes
Would you like to take advantage of the Young Entrepreneurs Act? No



Application for Certificate of Authority

Business Legal Name:
BMG LATIN AMERICA INC

For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

I certify the information provided is true. I further certify that I am duly authorized to file this document on behalf of this organization as required by West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

Alba L Benitez

Authorized By

OFFICER

Capacity



Unified Business Identifier: UF001168891001
Business Legal Name:
BMG LATIN AMERICA INC

Partners in business for West Virginia
www.business4wv.com

Registered Name	BMG LATIN AMERICA INC
Submitted Date	08/13/2020
Registration Type	New Business 2
Registrant Type	An out-of-state business that will not do business in the state but is registering only to report withholding tax for WV residents who work in another state.
Charter Type	Foreign
Class	For Profit
Organization Type	Corporation
Home State	FL
County	Out of State
WV Effective Date	08/13/2020
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Subchapter S Corporation	Yes
Year Subchapter S Applies	2002
Corporation Perpetual	Yes
Primary Business Location	207 Crystal Grove Blvd Lutz , FL 33548 Phone #: (813)907-9314 County: Out of State
Tax Return Mailing Address	207 Crystal Grove Blvd Lutz , FL 33548
Agent of Process	Alba Benitez BMG LATIN AMERICA INC 207 Crystal Grove Blvd Lutz , FL 33548
Principal Office	207 Crystal Grove Blvd Lutz , FL 33548
Officer Information	Alba Benitez SSN#: 416499386 Title: President 207 Crystal Grove Blvd Lutz , FL 33548
Director Information	Ignacio Benitez 31TW+kBxkbDVPiXglE3qeGeeVY+WO5eiPyHoRgWRZFsV8jHLSIDPKnAIG4kS2h7sN6zQrZAZLK7G2G36x7uqw== 207 Crystal Grove Blvd Lutz , FL 33548
This Business Registered Before?	No
Any of Owners in Business Before?	No
Business Activity Type	Other
Primary Business Class	4441 Building Material and Supplies Dealer 444190 - Other Building Material Dealers





Unified Business Identifier: UF001168891001
Business Legal Name:
BMG LATIN AMERICA INC

Partners in business for West Virginia
www.business4wv.com

Business Activity Public?	Yes
Secondary Business Class	None
Business Activity Description	BMG Latin America is a Steel Supplier & Women Owned Minority Business BMG Latin America, since 2002 has been supplying special steels in Latin America and the United States.
WV/Location Operation Start Date	05/17/2002
WV/Location Annual Gross Income	Over \$20,000
Previous Year Gross Income Over \$4,000?	No
Subchapter-S Corporation	Yes
Year Subchapter-S Applies	2002
Special Products	None
Sell beer to licensed distributors?	No
Sell beer to licensed retailers?	No
Sell liquor/wine/beer by the bottle?	No
Sell wine to licensed distributors?	No
Sell wine to licensed retailers?	No
Sell wine products to suppliers?	No
Stamp and sell cigarettes wholesale?	No
Sell other tobacco products wholesale?	No
Sell cigarettes retail?	No
Sell other tobacco products at retail?	No
Sell tax paid motor fuel at retail?	No
Operate as a(n) Refiner	No
Operate as a(n) Supplier	No
Operate as a(n) Permissive Supplier?	No
Operate as a(n) Importer	No
Operate as a(n) Blender	No
Operate as a(n) Exporter	No
Operate as a(n) Terminal Operator	No
Operate as a(n) Transporter	No
Operate as a(n) Distributor	No
Operate as a(n) Producer	No
Operate air/rail/watercraft for freight or passengers?	No
Manufacturer of soft drinks, syrups and/or powders	No
Bottler of soft drinks, syrups and/or powders	No
Wholesaler of soft drinks, syrups and/or powders	No
Purchase soft drinks, syrups and/or powders for resale with the excise tax paid from a manufacturer	No
Purchase soft drinks, syrups and/or powders for resale with the excise tax paid from a wholesaler	No
Purchase soft drinks for resale without the excise tax paid from a bottler or manufacturer	No
Purchase soft drinks for resale without the excise tax paid from a wholesaler	No



Unified Business Identifier: UF001168891001
Business Legal Name:
BMG LATIN AMERICA INC

Partners in business for West Virginia
www.business4wv.com

Special Activities	None
Behavioral health center or community care service?	No
Provide health care service?	No
Economic interest in severing natural resources?	No
Produce or process coal only?	No
Produce or process coal and other natural resources?	No
Produce timber?	No
Produce timber and other natural resources?	No
Provide public utilities?	No
Generate electric power for resale?	No
Operate natural gas storage reservoir?	No
Sell or furnish PSC regulated telecommunications?	No
Operate a collection agency?	No
Make consumer loans?	No
Make supervised loans?	No
Offer credit services?	No
Provide mortgage broker services?	No
Purchase future payments?	No
Operate an employment agency?	No
Conduct telemarketing to WV consumers?	No
Operate as a transient vendor?	No
Will business have employees?	No
Address of Payroll Location	Same as the Primary Business Location Address (listed above)
Payroll Mailing Address (UC)	Same as the Primary Business Location Address (listed above)
Are you a scrap metal dealer or recycler?	No
Veteran-Owned organization?	No
Company Website Address	www.bmglatinamerica.com
Would you like to be contacted by a WWSBDC business coach?	Yes
Would you like to take advantage of the Young Entrepreneurs Act?	No



Unified Business Identifier: UF001168891001
Business Legal Name:
BMG LATIN AMERICA INC

Partners in business for West Virginia
www.business4wv.com

I certify the information provided is true. I further certify that as an officer of the corporation, a member of the LLC, a partner of the sole proprietor I am duly authorized to file on behalf of this organization. I agree that the electronic entry of my name and capacity below represent my signature and authorization for this filing.

Alba L Benitez
Authorized By

CEO
Capacity



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 721844

Doc Description: STEEL BEAMS AND STEEL PLATES (0620C0594)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-05	2020-08-20 13:30:00	CRFQ 0803 DOT2100000008	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

BMG Latin America inc
 207 Crystal Grove Blvd
 Lutz, FL 33548
 813 907 9314

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

01-0694581.

DATE

8-17-2020.

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

ADDITIONAL INFORMATION:

THE 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 STEEL BEAMS AND STEEL PLATES 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 SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	720 EA HP 10X42 STEEL BEAMS 30' LENGTH	907200.00000	LB	0.4744	430,353.00

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description :
720 EA 10X42 STEEL BEAMS 30' IN LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	448 EA HP 10X42 STEEL BEAMS 40' LENGTH	752640.00000	LB	0.4744	357,033.60

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description :
448 EA HP 10X42 STEEL BEAMS 40' LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	120 EA W6X15 STEEL BEAMS 20' LENGTH	36000.00000	LB	4916	# 17,698.50

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description :
 120 EA W6X15 STEEL BEAMS 20' LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	25 EA 1/2"X48"X240" STEEL PLATE	24000.00000 40, @ 38.40.	LB	64130	16,866.22.

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :
 25 EA 1/2"X48"X240" STEEL PLATES

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	19 EA 1/2"X72"X240" STEEL PLATE	27380.00000 46, 555.77.	LB	64130	19,227.53

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :
19 EA 1/2"X72"X240" STEEL PLATES

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT SIX 1 DOT DR MOUNDSVILLE WV26041 US		I-70 SUPERVISOR DIVISION OF HIGHWAYS 3870 NATIONAL RD TRIADELPHIA WV 26059 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	26 EA 1/2"X96"X240" STEEL PLATE	49920.00000 84,943.00	LB	0.4130	35,081.46

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :
26 EA 1/2"X96"X240" STEEL PLATES

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-08-10

**REQUEST FOR QUOTATION
CRFQ DOT2100000008
Steel Beams and Steel Plates (0620 C0594)**

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 one-time purchase of Steel Beams and Steel Plates for multiple WVDOH slip repair projects.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means steel beams and steel plates 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 **Steel Beams (1,695,840 Pounds)**
 - 3.1.1.1 HP10x42x30 Steel Beams must be 720 pieces (907,200 LBS)

 - 3.1.1.2 HP10x42x40 Steel Beams must be 448 pieces (752,640 LBS)

 - 3.1.1.3 W6x15x20 Steel Beams must be 120 pieces (36,000 LBS)

 - 3.1.1.4 All steel beams must be in accordance with the West Virginia Department of Transportation Division of Highways 2017 Edition Standard Specifications Roads and Bridges, accompanied with the West Virginia Department of Transportation Division of Highways 2020 Supplemental Specifications

**REQUEST FOR QUOTATION
CRFQ DOT2100000008
Steel Beams and Steel Plates (0620 C0594)**

3.1.1.5 All steel beams must meet the standards of AASHTO M270, Grade ASTM A36 for rolled structural steel bars, plates, shapes and sheet piling. This information is available at (<http://www.astm.org>).

3.1.2 Steel Plates (101,280 Pounds)

3.1.2.1 ½"x48"x240" Steel Plates must be 25 pieces (24,000 LBS)

3.1.2.2 ½"x72"x240" Steel Plates must be 19 pieces (27,360 LBS)

3.1.2.3 ½"x96"x240" Steel Plates must be 26 pieces (49,920 LBS)

3.1.2.4 All steel plates must be in accordance with the West Virginia Department of Transportation Division of Highways 2017 Edition Standard Specifications Roads and Bridges, accompanied with the West Virginia Department of Transportation Division of Highways 2020 Supplemental Specifications

3.1.2.5 All steel plates must meet the standards of AASHTO M270, Grade ASTM A36 for rolled structural steel bars, plates, shapes and sheet piling this information is available at (<http://www.astm.org>).

3.1.3 *Materials supplied under this contract shall meet the applicable requirements of the West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges, Adopted 2017, and the current Supplemental Specifications. Specifications are available on the following website:*

www.transportation.wv.gov/highways/engineering/pages/publications.aspx

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.

**REQUEST FOR QUOTATION
CRFQ DOT2100000008
Steel Beams and Steel Plates (0620 C0594)**

4.2 Pricing Page: Vendor should complete the Pricing Page by inputting the Unit Price for each Item Number and multiply by the Quantities to calculate the Total Cost for each. The Total Cost for each Line Item 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.

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 ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within sixty (60) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Division of Highways, I-70 Supervisor, 3870 National Rd, Triadelphia WV 26059.

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

REQUEST FOR QUOTATION
CRFQ DOT2100000008
Steel Beams and Steel Plates (0620 C0594)

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.

- 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.

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: August 10, 2020 at 10:00 AM

Submit Questions to: **Crystal Husted**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Husted@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 Husted
SOLICITATION NO.: CRFQ DOT2100000008
BID OPENING DATE: August 20, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

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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 n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

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: August 20, 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, women-owned, 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: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal 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 within _____ days.

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.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately 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 a 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 Vendor shall 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 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: \$100,000-***See Below per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to 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 occurrence.
- 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 WEST VIRGINIA MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**
- ***INSURANCE 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]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract 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.

Revised 01/09/2020

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 pre-award 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.

Ignacio E. Benitez.
(Name, Title)
Ignacio E. Benitez - Purchasing Manager -
(Printed Name and Title)
207 Crystal Grove Blvd, Lutz, FL 33548.
(Address)
813 907 9314 EXT 7002.
(Phone Number) / (Fax Number)
ibenitez@bmglatina.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

BMG Latin America INC.
(Company)


(Authorized Signature) (Representative Name, Title)

Albal Benitez - CEO -
(Printed Name and Title of Authorized Representative)

8-17-2020.
(Date)

813 907 - 9314 EXT 7003.
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2100000008

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. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.


BMG Latin America Inc.
Company



Authorized Signature

8-17-2020
Date

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

Exhibit A

CRFQ DOT2100000008					
ITEM NUMBER	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE LB	TOTAL COST
1	907,200.00	LBS	HP 10 X 42 STEEL BEAMS 30' LENGTH (720 PCS)	\$0.4744	\$430,353.00
2	752,640.00	LBS	HP 10 X 42 STEEL BEAMS 40' LENGTH (448 PCS)	\$0.4744	\$357,033.60
3	36,000.00	LBS	W 6X15 STEEL BEAMS 20' LENGTH (120 PCS)	\$0.4916	\$17,698.50
4	40,838.40	LBS	1/2" X 48" X 2 40" STEEL PLATES (25 PCS)	\$0.4130	\$16,866.26
5	46,555.77	LBS	1/2" X 72" X 240" STEEL PLATES (19 PCS)	\$0.4130	\$19,227.53
6	84,943.00	LBS	1/2" X 96" X 240" STEEL PLATES (26 PCS)	\$0.4130	\$35,081.46
TOTAL BID AMOUNT 					\$876,260.35

VENDOR INFORMATION
COMPANY NAME: BMG LATIN AMERICA INC
CONTRACT MANAGER: IGNACIO BENITEZ
ADDRESS: 207 CRYSTAL GROVE BLVD. LUTZ FL 33548
PHONE: 813-907-9314
EMAIL: ibenitez@bmglatinamerica.com
FAX:
SIGNATURE: 

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: BMG Latin America Address: 207 Crystal Grove Blvd
Lutz, FL 33548.

Name of Authorized Agent: Alba L. Benitez. Address: 207 Crystal Grove Blvd, Lutz, FL 33548

Contract Number: CRFQ DOT 2100000008. Contract Description: Steel Beams - Steel Plates

Governmental agency awarding contract: State of West Virginia.

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: [Handwritten Signature]

Date Signed: 8-18-2020
8-17-2020 AB

Notary Verification

State of Florida, County of Pass:

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

Taken, sworn to and subscribed before me this 18 day of August, 2020

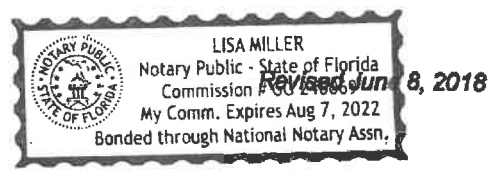
[Handwritten Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



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.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Alba L. Benitez - BING Latin America Inc -

Authorized Signature: [Signature] Date: 8-18-2020 ABZ

State of Florida

County of Pinellas to-wit:

Taken, subscribed, and sworn to before me this 14 day of August, 2020

My Commission expires Aug 7, 2022

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

