




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

## Header @ 2

 List View


## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 917554

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID:  

SO Doc ID: DOT2200000033

Legal Name: VULCAN INC


Published Date: 8/13/21

Alias/DBA: VULCAN ALUMINUM


Close Date: 9/1/21

Total Bid: \$290,463.20

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:   Responded By User ID:  

Total of Header Attachments: 2

First Name: 

Total of All Attachments: 2

Last Name: Email: Phone:



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 917554  
**Solicitation Description:** FLAT SHEET AND PRE-CUT ALUMINUM  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-09-01 13:30	SR 0803 ESR08272100000001367	1

**VENDOR**  
 000000220618  
 VULCAN INC

**Solicitation Number:** CRFQ 0803 DOT2200000033  
**Total Bid:** 290463.2000000000116415321826 **Response Date:** 2021-08-31 **Response Time:** 10:42:37  
**Comments:** We do not offer a discount for early payment.

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	FLAT SHEET AND PRE-CUT ALUMINUM	1.00000	EA	290463.200000	290463.20

Comm Code	Manufacturer	Specification	Model #
30265000			

**Commodity Line Comments:** Individual size pricing shown in attachment

**Extended Description:**

FLAT SHEET AND PRE-CUT ALUMINUM - SEE PRICING PAGES ATTACHED

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Vulcan Inc., dba Vulcan Aluminum

Authorized Signature:  Date: 8/31/21

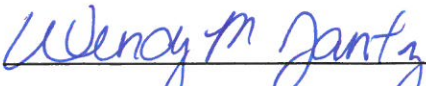
State of Alabama

County of Baldwin, to-wit:

Taken, subscribed, and sworn to before me this 31 day of August, 2021.

My Commission expires 2/25/2023, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC 



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

State of West Virginia  
 Centralized Request for Quote  
 Highways

<b>Proc Folder:</b> 917554			<b>Reason for Modification:</b>
<b>Doc Description:</b> FLAT SHEET AND PRE-CUT ALUMINUM			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-08-13	2021-09-01 13:30	CRFQ 0803 DOT2200000033	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000220618  
**Vendor Name :** Vulcan Inc., dba Vulcan Aluminum  
**Address :** PO Box 1850  
**Street :** 400 E Berry Avenue  
**City :** Foley  
**State :** Alabama **Country :** Baldwin **Zip :** 36535-1850  
**Principal Contact :** Cole Prater  
**Vendor Contact Phone:** 888-846-2745 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X**  **FEIN#** 63-0513868 **DATE** 08/31/21

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

**ADDITIONAL INFORMATION****REQUEST FOR QUOTATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) and the West Virginia Division of Corrections (WVDOC) to establish an open-end contract for flat sheet and pre-cut aluminum for use in the manufacturing of highway signing. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

**INVOICE TO****SHIP TO**

DIVISION OF HIGHWAYS  
 TRAFFIC ENGINEERING  
 DIVISION  
 1900 KANAWHA BLVD E,  
 BLDG 5 RM A550  
 CHARLESTON WV  
 US

DIVISION OF HIGHWAYS  
 TRAFFIC ENG. TSC -  
 CENTRAL SIGN SHOP  
 180 DRY BRANCH DR  
 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FLAT SHEET AND PRE-CUT ALUMINUM	1.00000	EA		\$290,463.20

**Comm Code****Manufacturer****Specification****Model #**

30265000

**Extended Description:**

FLAT SHEET AND PRE-CUT ALUMINUM - SEE PRICING PAGES ATTACHED

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2021-08-19

	Document Phase	Document Description	Page
DOT2200000033	Final	FLAT SHEET AND PRE-CUT ALUMINUM	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# 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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: Vulcan, Inc. Address: PO Box 1850

Foley, AL 36536-1850

Name of Authorized Agent: J. Todd Koniar Address: PO Box 1850, Foley, AL 36536

Contract Number: DOT2200000033 Contract Description: \_\_\_\_\_

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: 

Date Signed: 08/31/21

**Notary Verification**

State of Alabama, County of Baldwin:

I, J. Todd Koniar/General Manager & VP, 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 31st day of August, 2021.

  
Notary Public's Signature


**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**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.

  
\_\_\_\_\_  
(Name, Title)  
Cole Prater, Sales  
\_\_\_\_\_  
(Printed Name and Title)  
PO Box 1850, Foley, AL 36536-1850  
\_\_\_\_\_  
(Address)  
888-846-2745 251-943-7590  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
vulcan1@vulcaninc.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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Vulcan Inc., dba Vulcan Aluminum  
\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

J. Todd Koniar/General Manager & VP  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

08/31/21  
\_\_\_\_\_  
(Date)

888-846-2745 251-943-7590  
\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Flat Sheet and Pre-Cut Aluminum**

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Cole Prater  
**Telephone Number:** 888-846-2745  
**Fax Number:** 251-943-7590  
**Email Address:** vulcan1@vulcaninc.com

- 8.5 Aluminum Material Designation:** Vendor should specify the material designation of the aluminum to be supplied under this Contract (6061-T6 or 5052-H38) below.
-

**EXHIBIT A - PRICING PAGES**

Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

ITEM NUMBER	ESTIMATED QTY	DESCRIPTION	UNIT COST	EXTENDED TOTAL AMOUNT	DOH INVENTORY SUBCODE	UNSPSC CODE
<b>CLASS II SHEET - 0.080 INCH THICKNESS</b>						
1	80	1-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	4.49	359.20	030-218144	30265000
2	30	2 FT X 12 FT X 0.080 GAUGE THICKNESS	5.95	178.50	224144	30265000
3	80	2-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	7.51	600.80	230144	30265000
4	30	3 FT X 12 FT X 0.080 GAUGE THICKNESS	8.97	269.10	236144	30265000
5	50	3-1/2 FT X 12 FT X 0.080 GAUGE THICKNESS	11.69	584.50	242144	30265000
6	20	4 FT X 12 FT X 0.080 GAUGE THICKNESS	12.66	253.20	248144	30265000
7	20	5 FT X 12 FT X 0.080 GAUGE THICKNESS	16.11	322.20	260144	30265000
<b>CLASS II SHEET - 0.040 INCH THICKNESS</b>						
8	30	4 FT X 12 FT X 0.040 GAUGE THICKNESS	7.15	214.50	148144	30265000
9	20	5 FT X 12 FT X 0.040 GAUGE THICKNESS	9.22	184.40	160144	30265000
<b>CLASS III - ALUMINUM PRE-CUT SIGN MATERIAL - 0.080 INCH THICKNESS</b>						
10	20	6 IN X 30 IN HORIZONTAL RECTANGLE	3.760	75.20	031-000630	30265000
11	800	9 IN X 24 IN VERTICAL RECTANGLE	5.250	4200.00	031-000924	30265000
12	20	9 IN X 30 IN VERTICAL RECTANGLE	6.440	128.80	000930	30265000
13	20	9 IN X 30 IN HORIZONTAL RECTANGLE	5.630	112.60	000930	30265000
14	170	9 IN X 42 IN HORIZONTAL RECTANGLE	9.150	1555.50	000942	30265000
15	320	9 IN X 48 IN HORIZONTAL RECTANGLE	9.710	3107.20	000948	30265000
16	200	12 IN X 18 IN VERTICAL RECTANGLE	4.490	898.00	001218	30265000
17	1000	12 IN X 24 IN HORIZONTAL RECTANGLE	5.950	5950.00	001224	30265000
18	240	12 IN X 30 IN HORIZONTAL RECTANGLE	7.510	1802.40	001230	30265000
19	1300	12 IN X 36 IN RECTANGLE	8.970	11661.00	001236	30265000
20	20	12 IN X 48 IN VERTICAL RECTANGLE	12.660	253.20	001248	30265000
21	800	15 IN X 21 IN HORIZONTAL RECTANGLE	7.330	5864.00	001521	30265000
22	30	15 IN X 30 IN HORIZONTAL RECTANGLE	10.160	304.80	001530	30265000
23	180	15 IN X 36 IN HORIZONTAL RECTANGLE	11.980	2156.40	001536	30265000
24	800	15 IN X 42 IN HORIZONTAL RECTANGLE	13.840	11072.00	031-001542	30265000
25	700	15 IN X 48 IN HORIZONTAL RECTANGLE	15.610	10927.00	001548	30265000
26	140	15 IN X 54 IN HORIZONTAL RECTANGLE	17.560	2458.40	001554	30265000
27	30	15 IN X 60 IN HORIZONTAL RECTANGLE	19.420	582.60	001560	30265000
28	200	18 IN X 18 IN SQUARE	6.730	1346.00	001818	30265000
29	200	18 IN X 18 IN DIAMOND	6.730	1346.00	001818	30265000
30	500	18 IN X 24 IN VERTICAL RECTANGLE	8.930	4465.00	001824	30265000

31	20	18 IN X 30 IN HORIZONTAL RECTANGLE	11.250	225.00	001830	30265000
32	200	18 IN X 36 IN HORIZONTAL RECTANGLE	13.450	2690.00	001836	30265000
33	20	21 IN X 28 IN HORIZONTAL RECTANGLE	13.650	273.00	002128	30265000
34	1800	24 IN X 24 IN SQUARE	11.900	21420.00	002424	30265000
35	1800	24 IN X 30 IN VERTICAL RECTANGLE	15.000	27000.00	002430	30265000
36	120	24 IN X 36 IN VERTICAL RECTANGLE	18.640	2236.80	002436	30265000
37	520	24 IN X 48 IN HORIZONTAL RECTANGLE	24.450	12714.00	031-002448	30265000
38	20	24 IN X 72 IN HORIZONTAL RECTANGLE	36.200	724.00	002472	30265000
39	1100	30 IN X 30 IN DIAMOND	18.750	20625.00	003030	30265000
40	1100	30 IN X 30 IN SQUARE	18.750	20625.00	003030	30265000
41	200	30 IN X 36 IN VERTICAL RECTANGLE	23.090	4618.00	003036	30265000
42	100	30 IN X 42 IN HORIZONTAL/VERTICAL RECTANGLE	26.890	2689.00	003042	30265000
43	350	30 IN X 48 IN HORIZONTAL/VERTICAL RECTANGLE	30.350	10622.50	003048	30265000
44	20	30 IN X 60 IN HORIZONTAL RECTANGLE	38.050	761.00	003060	30265000
45	280	36 IN X 36 IN DIAMOND	27.530	7708.40	003636	30265000
46	280	36 IN X 36 IN SQUARE	27.530	7708.40	003636	30265000
47	20	36 IN X 45 IN HORIZONTAL RECTANGLE	34.200	684.00	003645	30265000
48	130	36 IN X 48 IN VERTICAL RECTANGLE	36.240	4711.20	003648	30265000
49	20	36 IN X 60 IN HORIZONTAL RECTANGLE	23.090	461.80	003660	30265000
50	370	48 IN X 48 IN DIAMOND	48.030	17771.10	004848	30265000
51	20	48 IN X 60 IN VERTICAL RECTANGLE	59.830	1196.60	004860	30265000
52	20	24 IN X 24 IN INTERSTATE SHIELD	12.350	247.00	022424	30265000
53	20	24 IN X 30 IN INTERSTATE SHIELD	15.410	308.20	031-022430	30265000
54	20	36 IN X 36 IN INTERSTATE SHIELD	26.930	538.60	023636	30265000
55	20	36 IN X 45 IN INTERSTATE SHIELD	33.450	669.00	023645	30265000
56	80	36 IN X 36 IN X 36 IN TRIANGLE	14.700	1125.60	043636	30265000
57	20	48 IN X 48 IN X 48 IN TRIANGLE	23.960	479.20	044848	30265000
58	70	30 IN X 30 IN PENTAGON	19.380	1356.60	053030	30265000
59	30	36 IN X 36 IN PENTAGON	27.150	814.50	053636	30265000
60	10	48 IN X 48 IN PENTAGON	46.870	468.70	054848	30265000
61	50	36 IN X 48 IN X 48 IN PENNANT	31.950	1597.50	063648	30265000
62	10	48 IN X 64 IN X 64 IN PENNANT	56.130	561.30	064864	30265000

63	60	36 IN CIRCLE	26.820	1609.20	073600	30265000
64	330	18 IN X 18 IN OCTAGON	7.010	2313.30	081818	30265000
65	1600	30 IN X 30 IN OCTAGON	18.510	29616.00	083030	30265000
66	200	36 IN X 36 IN OCTAGON	26.790	5358.00	083636	30265000
67	20	48 IN X 48 IN OCTAGON	47.020	940.40	084848	30265000
68	20	24 IN X 24 IN US ROUTE SHIELD	12.350	247.00	022424	30265000
69	20	36 IN X 36 IN US ROUTE SHIELD	26.930	538.60	023636	30265000
70	20	24 IN X 30 IN US ROUTE SHIELD	15.410	308.20	022430	30265000
71	20	36 IN X 45 IN US ROUTE SHIELD	33.450	669.00	023645	30265000