



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

# Request for Quotation

RFQ NUMBER
669C0013

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2008				

BID OPENING DATE: 11/26/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				210-29		
PRE-CAST REINFORCED CONCRETE BOX CULVERT  OPEN END CONTRACT  TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO FURNISH PRE-CAST REINFORCED CONCRETE BOX CULVERT SECTIONS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1 YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2008				

BID OPENING DATE: **11/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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BID OPENING DATE: **11/26/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY 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.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/10/2008				

BID OPENING DATE: **11/26/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				33		
RFQ. NO.:				669C0013		
BID OPENING DATE:				-----		
BID OPENING TIME:				-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ 669C0013 ***** TOTAL:						_____

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications shall apply to the administration of this Contract: Sections 101, 102.4, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 108.9, 109.1, 109.2, 109.9 and 109.20.

The terms "Contractor" and "Vendor" used in the above specifications of this Contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, and the current Supplemental Specification may be obtained from:

West Virginia Division of Highways  
Engineering Division, Technical Section  
State Capitol Complex  
Building 5, Room A-650  
1900 Kanawha Blvd., East  
Charleston, West Virginia 25305  
Phone: (304) 558-2885

All Pre-cast Concrete Box Sections with a span or rise of 12 feet or less furnished under this contract shall be manufactured in accordance with the American Association of State Highway and Transportation Officials' Standard Specifications, AASHTO Designation M273-00 (revised 2004), meeting the design requirements of Table 2, except that all welded wire reinforcement and reinforcing steel bars where allowed shall be coated in accordance with AASHTO M284M-95 (Epoxy Coating). The manufactured length of individual box sections may be from four (4) to eight (8) feet in increments of one (1) foot. The maximum section length for delivery to a specific site shall be specified in the State Contract Order (SCO).

The Vendor shall furnish joint sealant material conforming to the requirements of AASHTO Destination M198-94, Type B for each box section delivered.

2. BIDDING INSTRUCTIONS

The purpose of this contract is to establish unit prices for purchase and delivery of Pre-cast Concrete Box Sections throughout all ten districts.

Vendors shall bid on all box sections they propose to furnish.

It is intended that the box beam sections may be the final roadway wearing surface for the structure.

Any qualification of bids or modification of the specifications, design or conditions governing the bids may be cause to reject bids.

3. DETERMINATION OF LOW BID

State Contract Orders (SCO's) will be issued for delivery of required box sections to a specified delivery site.

4. CONTRACT AWARD

The qualified vendor who submits the valid low bid "F.O.B. Division of Highways' Delivery Site" for the specified box dimensions will be awarded the contract.

In the event a Vendor fails to conform to the requirements set out in this contract document, the State Contract Order or the governing specifications, the Contract may be cancelled and awarded to the next lowest bidder.

5. ACCEPTANCE

Cracks developing in a box may be cause for rejection of the box. Cracks that are not detrimental to the structural integrity of the box section, as determined by the Division of Highways, may be accepted under the following conditions:

- 1) Cracks of 0.004 inch or less shall be treated with a second coat of a Division of Highways approved concrete sealer.



- 2) Cracks of greater than 0.004 inch shall be treated by a Division of Highways approved epoxy injection method.

All concrete sealer and epoxy injection required for acceptance shall be performed at no additional cost to the Division of Highways.

6. DELIVERY

Upon receipt of a State Contract Order (SCO), the Vendor shall submit shop drawings on Concrete Box Sections with a span or rise of 12 feet or less to the District Engineer/Manager issuing the SCO within twenty (20) calendar days. Shop drawings must be approved by the Division of Highways prior to the manufacture of any box sections.

All box sections shall be delivered to the specified delivery site within ninety (90) calendar days after Vendor's receipt of approved shop drawings.

The Division of Highways may require that a minimum of forty-eight lineal feet of box sections be delivered to a designated job site in a single calendar day. Upon receipt of a State Contract Order (SCO) specifying a minimum daily delivery requirement, the Vendor must notify the District Engineer/Manager within ten (10) calendar days if the required delivery can not be accomplished. To meet minimum delivery requirements the SCO may be cancelled and the box section obtained by alternate means.

Should the Vendor fail to meet the above delivery schedule, liquidated damages will be assessed in accordance with Section 108.7 of the current Division of Highways Standard Specifications Roads and Bridges.

Sites for delivery of box sections under this contract shall be accessible to equipment that is normally and customarily used for transportation of box sections. Upon receipt of an approved State Contract Order (SCO), the Vendor must notify the District Engineer/Manager within ten (10) calendar days if delivery under the terms of this contract cannot be performed due to weight restriction or roadway geometric.

Prior to delivery, all Box Sections shall be tested and accepted in accordance with the requirement of AASHTO Designation M273-94 with a span or rise 12 feet or less.

7. VENDOR'S INVOICE

Vendor's invoices must be submitted in original and one (1) copy and contain the following:

- a. Division of Highways' State Contract Order (SCO) number, and this contract number.
- b. Total quantity and unit price with the total cost of box sections furnished.

NOTE: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Order.

8. PARTIAL PAYMENT OF APPROVED BOXES

Upon completion of manufacture and approval by the Division of Highways of all Box Sections specified on an individual State Contract Order (SCO, the vendor may invoice and the Division will pay for the cost of manufacturing the Box Sections, not to exceed 65% of the total cost of the delivered Box Sections. Partial payment for Box Sections shall be subject to the following conditions:

- a. The vendor must request partial payment and furnish an official invoice for the manufactured and approved Box Sections.
- b. The partial payment invoice shall be accompanied by a surety bond equal to the invoiced amount guaranteeing delivery of all items specified on the State Contract Order (SCO).
- c. The vendor shall furnish a statement of approved Box Sections condition and exact storage location.
- d. The vendor shall furnish a legal right-of-entry onto the storage site to Division of Highways' employees and/or agents for the purpose of inspecting, sampling, testing and removing any or all Box Sections.

- e. The vendor shall certify that the stored Box Sections are suitably marked and identified as property of the Division of Highways and will not be used for any purpose not designated by the Division.

9. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award.

10. BID SCHEDULE

Bids shall be submitted on the attached quotation sheet for each District quoted.

QUOTATION SHEET  
 Precast Concrete Box Sections  
 Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District   1    
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

Quotation Sheet available for download on Purchasing's Web site at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase)

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 2  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
 Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 3  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 4  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 5  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						



QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 6  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 7  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
 Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 8  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 9  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

QUOTATION SHEET  
 Precast Concrete Box Sections  
Delivery: F.O.B. any Designated Delivery Site  
 within the Division of Highways' District 10  
BID PRICE PER LINEAL FOOT

Rise (ft)	2	3	4	5	6	7	8
Span (Ft)							
3							
4							
5							
6							
7							
8							

Rise (Ft)	5	6	7	8	9	10
Span (Ft)						
9						
10						

Rise (Ft)	4	6	8	10	11	12
Span (Ft)						
11						
12						

**DISTRICT ADDRESSES**

**District One**  
1334 Smith Street  
Charleston, West Virginia 25301-1492

**District Six**  
1 DOT Drive  
Moundsville, West Virginia 26041-1605

**District Two**  
801 Madison Avenue  
Huntington, West Virginia 25712-0880

**District Seven**  
255 Depot Street  
Weston, West Virginia 26452-1228

**District Three**  
624 Depot Street  
Parkersburg, West Virginia 26102-0308

**District Eight**  
US 219 North  
Elkins, West Virginia 26241-1516

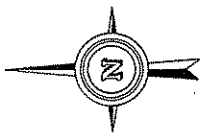
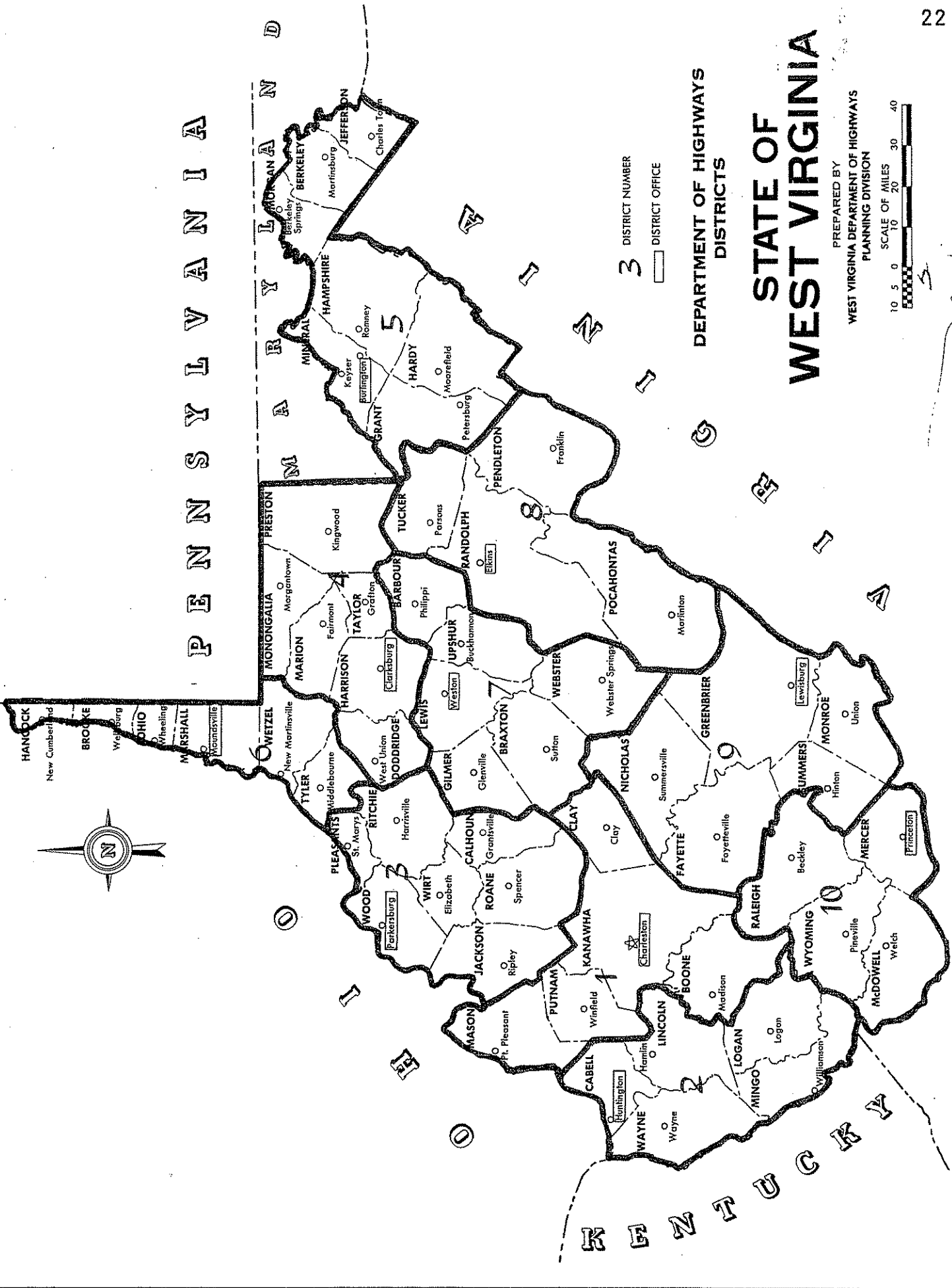
**District Four**  
I-79 & Meadowbrook Road  
Clarksburg, West Virginia 26302-2570

**District Nine**  
103 1/2 Church Street  
Lewisburg, West Virginia 24901

**District Five**  
US Route 50  
Post Office Box 99  
Burlington, West Virginia 26710-0099

**District Ten**  
270 Hardwood Lane  
Princeton, West Virginia 24740-2737

P E N N S Y L V A N I A



K E N T U C K Y

# 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 Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or 80%** of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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) reject the bid; 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.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_