



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
6610C016

PAGE
1

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

RFQ COPY
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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 02/03/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/17/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				210-13		
<p>PRE-CAST REINFORCED CONCRETE BOX CULVERT SECTIONS</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR PRECAST REINFORCED CONCRETE BOX CULVERT SECTIONS TO THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>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.</p> <p>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.</p> <p>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)</p>						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. 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/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/03/2010				

BID OPENING DATE: 02/17/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE 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 SERVICES 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER 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. 05/26/2009</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>						

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 Purchasing Division
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I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

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.

.....
 SIGNATURE

 COMPANY

 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

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02/03/2010				

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BUYER: 33</p> <p>RFQ. NO.: 6610C016</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 6610C016 ***** TOTAL: _____</p>						

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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.
- f. The vendor shall furnish an official invoice and the Division of Highways shall process that invoice for the remaining amount (not to exceed 35%) of the total cost of the units upon acceptance of delivery by the Division of Highways.

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
 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 ½ 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

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

West Virginia Code §5A-3-10a states: 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.

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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____