



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

Solicitation

NUMBER

07140850

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CRYSTAL RINK
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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DATE PRINTED

02/05/2014

BID OPENING DATE:

02/26/2014

BID OPENING TIME

1:30PM.

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	317,520 HP 10 X 42	LB (252 PIECES @30 FEET LONG)		570-56		
REQUEST FOR QUOTATION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF STRUCTURAL STEEL PILINGS FOR VARIOUS PROJECTS PER THE ATTACHED SPECIFICATIONS.						
0002	789,600 HP 10 X 42	LB (470 PIECES @40 FEET LONG)		570-56		
0003	79,800 HP 10 X 57	LB (28 PIECES @50 FEET LONG)		570-56		

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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CRYSTAL RINK 304-558-2306

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DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

S
H
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DATE PRINTED
02/05/2014

BID OPENING DATE: 02/26/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	72,000 HP 8 X 36	LB (50		570-56 PIECES @40 FEET LONG)		
0005	31,500 W 8 X 21	LB (75		570-56 PIECES @20 FEET LONG		
0006	6,800 BAR-H, FLAT 1/2"X8"	LB (25		570-56 PIECES @20 FETT LONG		
***** THIS IS THE END OF RFQ 07140850 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:



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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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 non-binding.

Question Submission Deadline:	February 11, 2014 at 5:00 PM EST
Submit Questions to:	Crystal Rink 2019 Washington Street, East Charleston, WV 25305 Fax: 304-558-4115 Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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: ☐ 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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 26, 2014 at 1:30 PM EST

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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.

7. **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.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **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 issued and 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.

- ☐ **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.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**
or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- ☐
- ☐
- ☐
- ☐
- ☐

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 above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein 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.
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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT:** 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.
- 51. 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.

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

52. 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:

- a. 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
- b. 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.

53. 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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 07140850

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

REQUEST FOR QUOTATION
[0714-0850] [Structural Steel Beams]

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Highways to establish a contract for the one time purchase of Structural Steel for piling 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 structural steel HP beams, W beams, and Bar-H flat steel.
 - 2.2 **“Pricing Page”** means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Contract Items are either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **07140850**.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Mandatory Contract Item Requirements:** Contract Items must meet or exceed the mandatory requirements listed below.
 - 3.1.1 317,520 pounds of HP-10 x 42 structural steel beam.
 - 3.1.1.1 HP-10 x 42 structural steel beam must be 252 pieces 30 feet long.
 - 3.1.1.2 HP-10 x 42 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as “Exhibit B”.
 - 3.1.2 789,600 pounds of HP-10 x 42 structural steel beam
 - 3.1.2.1 HP-10 x 42 structural steel beam must be 470 pieces 40 feet long.
 - 3.1.2.2 HP-10 x 42 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as “Exhibit B”.

REQUEST FOR QUOTATION
[0714-0850] [Structural Steel Beams]

3.1.3 79,800 pounds of HP-10 x 57 structural steel beam

3.1.3.1 HP-10 x 57 structural steel beam must be 28 pieces 50 feet long.

3.1.3.2 HP-10 x 57 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

3.1.4 72,000 pounds of HP-8 x 36 structural steel beam

3.1.4.1 HP-8 x 36 structural steel beam must be 50 pieces 40 feet long.

3.1.4.2 HP-8 x 36 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

3.1.5 31,500 pounds of W-8 x 21 structural steel beam

3.1.5.1 W-8 x 21 structural steel beam must be 75 pieces 20 feet long.

3.1.5.2 W-8 x 21 structural steel beam must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

3.1.6 6,800 pounds of Bar-H, Flat ½" x 8" structural steel

3.1.6.1 Bar-H, Flat ½" x 8" structural steel must be 25 pieces 20 feet long.

3.1.6.2 Bar-H, Flat ½" x 8" structural steel must be in accordance with West Virginia Dept. of Transportation, Division of Highways Standard Specification Roads and Bridges section 709.12 dated 2010 and the current Supplemental Specifications. Specifications are attached as "Exhibit B".

REQUEST FOR QUOTATION
[0714-0850] [Structural Steel Beams]

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 Grand Total cost as shown on the Pricing Pages. Award will be to a single vendor, not split.

4.2 Pricing Page: Vendor should complete the Pricing Page by filling in Unit Price, Total Amount, and the Grand Total in the blank spaces provided. 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. 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 begin fabrication of 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 **30 calendar days** after receiving a purchase order or notice to proceed. **Contract Items must be delivered to 2 locations as follows:**

District 7 Storage Yard
1205 US Highway 19 S
Weston, WV 26452
Phone: (304) 269-0439

252 pieces HP-10 x 42 @ 30 foot length
120 pieces HP-10 x 42 @ 40 foot length
28 pieces HP-10 x 57 @ 50 foot length
75 pieces W-8 x 21 @ 20 foot length

District 4 Storage Yard
I-79 @ Exit 121 (Meadowbrook Rd)
Bridgeport, WV 26330
Phone: (304) 842-1500

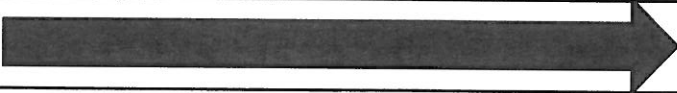
350 pieces HP-10 x 42 @ 40 foot length
50 pieces HP-8 x 36 @ 40 foot length
25 pieces Bar-H, Flat ½" x 8" @ 20 foot length

REQUEST FOR QUOTATION
[0714-0850] [Structural Steel Beams]

- 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:** Contract Items must be delivered F.O.B. destination to the Agency's specified location. Any shipping costs shall be calculated into the unit price when bidding on the Contract Items. No separate freight will be paid by the West Virginia Dept. of Transportation.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 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.

Pricing Page					
RFQ#: 07140850					
Item Number	Quantity	Unit of Measure	Description	Unit Price	Total Amount
1	317,520	pounds	HP-10x42 (252 pieces @ 30 feet long)		
2	789,600	pounds	HP-10x42 (470 pieces @ 40 feet long)		
3	79,800	pounds	HP-10x57 (28 pieces @ 50 feet long)		
4	72,000	pounds	HP-8x36 (50 pieces @ 40 feet long)		
5	31,500	pounds	W-8x21 (75 pieces @ 20 feet long)		
6	6,800	pounds	BAR-H, FLAT ½" x 8" (25 pieces @ 20 feet long)		
Grand Total					

SECTION 709 METALS

709.1-STEEL BARS FOR CONCRETE REINFORCEMENT:

All bar reinforcement, whether deformed or plain, shall meet the requirements of AASHTO M 31 or M 42. Bars shall be of a deformed type, unless otherwise specified. All reinforcement for use in structures shall be labeled to correspond with marks on the Plans before being shipped to the job site.

When reinforcing steel material is furnished by a supplier who is not certified under provisions of MP 709.01.50, the supplier shall at their expense be required to have each heat or lot of material to be furnished to the Division, sampled by a Division approved inspection agency in accordance with MP 700.00.01 and shall have the samples tested for compliance with the governing specification by a Division approved laboratory. The test and inspection information shall be furnished in the Division approved computer acceptable format.

Epoxy coated reinforcing steel shall meet the requirements of AASHTO M 284. Except that Section 12.2 of AASHTO M284, shall be deleted and replaced with the following. The Contractor shall repair any damage to epoxy coating of reinforcing steel that occurs during the shipment, storage and installation of the steel. The sum of all damage areas in each one foot (300 mm) length of bar shall not exceed two percent of the bar area. The total bar surface area covered by patching material shall not exceed five percent.

709.1.1: All bar reinforcement, whether deformed or plain, shall meet the requirements of AASHTO M 31 or M 42. Bars shall be of a deformed type, unless otherwise specified. All reinforcement for use in structures shall be labeled to correspond with marks on the Plans before being shipped to the job site. When reinforcing steel material is furnished by a supplier who is not certified under provisions of MP 709.01.50, the supplier shall at their expense be required to have each heat or lot of material to be furnished to the Division, sampled by a Division approved inspection agency in accordance with MP 700.00.01 and shall have the samples tested for compliance with the governing specification by a Division approved laboratory. The inspection and test data shall be provided to the Contract Administration Division for verification of specification compliance.

709.1.2-Epoxy coated reinforcing steel shall meet the requirements of Section 709.1.1 and AASHTO M 284. When epoxy coated reinforcing steel is furnished by a coater who is not certified under the provisions of MP 709.01.51, the supplier shall be required to have the material tested at their own expense. Sampling shall be done by a Division approved inspection agency in accordance with MP 700.00.01. The samples shall be tested for compliance with the governing specification by a Division approved laboratory. The inspection and test data shall be provided to the Contract Administration Division for verification of specification compliance.

709.2-PRESTRESSING REINFORCEMENT:

Prestressing reinforcement shall be high-tensile steel wire conforming to AASHTO M 204, high-tensile wire strand conforming to AASHTO M 203, or high-tensile-strength steel bars conforming to AASHTO M 275.

709.3-HOOK EXPANSION BOLTS FOR FASTENING WIRE MESH IN SHOTCRETE APPLICATIONS:

Hook fasteners for wire mesh reinforcement used in shotcrete applications shall meet the requirements of American Iron and Steel Institute (AISI) C1010 through C1018.

709.4-WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT:

Welded wire fabric for concrete reinforcement shall conform to the requirements of AASHTO M 55, except as modified.

Fabric reinforcement for pavement shall be not less than 5 feet (1.5 meters) in width and shall be shipped in sheets and not in rolls. Fabric for slope protection, gutters and miscellaneous items may be shipped in rolls. Sheets shall be bent in the shop as shown on the Plans. Epoxy coated welded wire fabric for concrete reinforcement shall meet the requirements of ASTM A 884/A 884M.

709.5-EXPANDED METAL PAVEMENT REINFORCEMENT:

Expanded metal pavement reinforcement shall be made from open-hearth mild steel plates by a cutting and drawing process to form a uniform diamond shape mesh. The weight per 100 sq. ft. (10 square) and size of the meshes shall be as specified on the Plans. The strands or members shall be clean cut, straight and uniform in size. A bend test specimen cut from the furnished fabric shall withstand bending cold through 180 degrees flat upon itself without cracking on the outside of the bent portion. A tensile specimen cut from the furnished material shall have a minimum tensile strength of 55,000 psi (380 MPa). The chemical composition of the steel shall conform to SAE Standard No. 1010.

709.6-FABRICATED BAR OR ROD MATS FOR CONCRETE REINFORCEMENT:

Fabricated steel bar or rod mats shall conform to the requirements of AASHTO M 54.

709.7-JOINT TIE BOLT ASSEMBLY:

Joint tie bolt assemblies shall conform to the applicable details of the Standard Detail Book, Volume I. The bar used shall conform to the requirements of ASTM F432, Grade 55. The tensile strength of the assembly shall be not less than 15,000 lb. (65 kN) The coupling or shank of the hook bolt shall provide a positive stop to prevent the shank of the hook bolt from being threaded beyond the center of the coupling. The tie bolt assemblies shall be equipped with an approved fastener for installation of the assembly in the steel pavement form. The fastener shall hold the assembly in the designated position during the placing and finishing of the concrete and subsequent removal of the pavement forms without damage to the concrete or the tie bolt assembly.

709.8-HIGH STRENGTH LOW ALLOY STRUCTURAL METAL:

High-strength structural steel for bridges shall conform to AASHTO M270, grades 50, 50W, or HPS 70W. High-strength steel for all other applications shall conform to AASHTO M222 (weathering) or AASHTO M223.

709.9-BLANK**709.10-GRAY IRON, MALLEABLE IRON AND DUCTILE IRON CASTINGS:**

Gray iron castings shall conform to the requirements of AASHTO M 105, Class No. 30.

Malleable iron castings shall conform to the requirements of ASTM A 47, Grade 32510. Castings shall be boldly filleted at angles, and the arrises shall be sharp and perfect.

Malleable iron castings for railings posts shall be Grade No. 32510 and shall be galvanized with hot-dipped zinc coating in accordance with AASHTO M 232.

Ductile iron castings shall conform to the requirements of ASTM A-536, Grade 80-55-6, 65-45-12 or 60-40-18.

The dimension tolerance for gray iron castings is $\pm 1/16$ inch per foot (5.2 mm per meter) and the weight tolerance is $\pm 5\%$.

All castings shall contain a manufacturer's heat number, lot number, or cast date. This identification shall be cast into the material at the time of manufacturer.

709.11-BLANK**709.12-STRUCTURAL AND EYEBAR STEEL:**

All structural steel for bridges shall conform to the applicable grade of AASHTO M270 that is specified in the Plans. When no specific grade is called for, AASHTO M270, Grade 36 shall be used. Non-designated structural steel in all other sections of the Specifications shall conform to ASTM A36.

709.13-STEEL FORGINGS AND STEEL SHAFTING:

709.13.1-Steel Forgings: Steel forgings shall conform to AASHTO M 102, Class E. They shall be bored as specified in 615.4.9.2. A record of the annealing or normalizing changes shall be furnished showing the forgings in such charge, the melt or melts from which they were secured and the treatment they received.

709.13.2-Steel Shafting: Cold finished carbon steel shafting shall conform to AASHTO M169 Grades 1016 through 1030, inclusive, unless otherwise specified.

709.14-STEEL CASTINGS:

Steel castings shall conform to the requirements of AASHTO M 103, except steel produced by the converter process shall not be used. All steel castings shall be grade 65-35 (450-240). Sharp unfilleted angles or corners shall not be permitted.

709.15-COATED DOWEL BARS & DOWEL BASKET ASSEMBLIES:

Coated dowel bars shall meet the requirements of AASHTO M254 except that the steel used to make the dowel bars shall meet the requirements of Section 709.1. Additionally, the coating applicator shall meet the requirements of Section 709.1.2 and the saw cut ends of the coated dowel bars shall be touched-up with a coating material in accordance with the requirements of Section 602.6.2.

709.16-BLANK

709.17-WELDED AND SEAMLESS STEEL PIPE:

Black and galvanized steel pipe shall meet the requirements of ASTM A 53. When used for other than pressure pipe, the hydrostatic test will be waived. Pipe for ferrous metal railing shall be galvanized after fabrication in accordance with AASHTO M 111.

709.18-COPPER ALLOY CASTINGS FOR BEARING, EXPANSION, AND NAME PLATES FOR BRIDGES:

709.18.1-Copper Alloy Castings for Bearing and Expansion Plates for Bridges: The copper alloy castings for bearing and expansion plates for bridges shall be bronze conforming to the requirements of AASHTO M 107, Copper Alloy UNS Number C91100.

709.18.2-Copper Alloy Castings for Name Plates for Bridges: The copper alloy for name plates shall meet the requirements of ASTM B584, alloy C83600, C83450, C83800, C92200, or C92210. The mechanical requirements of the specification are waived

709.19-ROLLED COPPER-ALLOY BEARING AND EXPANSION PLATES FOR BRIDGES:

The rolled plates shall conform to the requirements of AASHTO M 108, Alloy C51000 or C51100.

709.20-FLASHING FOR CONSTRUCTION AND EXPANSION JOINTS:

709.20.1-Copper: Copper shall conform to the requirements of AASHTO M 138. Any type cold finished, suitable for the purpose intended, may be used. The sheet shall withstand being bent cold through 180°, flat upon itself, without fracture on the outside of the bent portion. Unless otherwise specified, thickness of the sheet shall be 0.022 in. (approximately 16 oz. per sq. ft.) (550 μm (approximately 4.88 kg per square meter)) with a tolerance of ± 0.002 in (50 μm).

709.20.2-Nickel-Copper Alloy: Nickel-copper alloy sheeting for flashing shall conform to the requirements of ASTM B 127. It shall be cold rolled, deep drawing and spinning quality. The thickness shall be as specified on the plans.

709.21-PIPES FOR FLOOR DRAINS AND DOWN-SPOUTS:

Cast iron pipe for floor drains and down-spouts shall conform to the requirements of ASTM A 74.

709.22-BLANK**709.23-STEEL BOLTS AND NUTS:**

Material shall meet the requirements of ASTM A 307.

709.24-HIGH-STRENGTH BOLTS FOR STRUCTURAL STEEL JOINTS, INCLUDING SUITABLE NUTS AND HARDENED WASHERS:

709.24.1-Bolts, Nuts and Washers: All bolts, nuts and washers shall bear the manufacturer's markings and all markings specified in the applicable AASHTO specifications. All bolts, nuts and washers supplied shall be domestic, as defined in 106.1.1.1, and the manufacturer and identification marks shall be registered in the Industrial Fastener Institute's Technical Information Report IFI-122.

709.24.2-High-Strength Bolts: High-Strength bolts, black, galvanized or zinc rich coated, shall meet the requirements of AASHTO M 164 with the following exceptions. Zinc rich coated fasteners shall also meet the requirements of 709.24.10.

709.24.2.1-BLANK

709.24.2.2: Proof load tests (ASTM F606, Method #1) are required for all bolts except as excluded in Section 6.2 of AASHTO M 164. Minimum frequency of tests shall be as specified in AASHTO M 164, paragraph 9.5.1.

709.24.2.3: Wedge tests on full size bolts (ASTM F606, paragraph 3.5) are required. If bolts are to be galvanized or zinc rich coated, tests shall be performed after galvanizing or coating. Minimum frequency of tests shall be specified in AASHTO M 164, paragraph 9.5.1.

709.24.2.4: If galvanized or zinc rich coated bolts are supplied, the thickness of the zinc coating shall be measured. Measurements shall be taken on the wrench flats or top of bolt head.

709.24.3-Nuts: Nuts plain, galvanized or zinc rich coated shall meet the following requirements.

709.24.3.1: Nuts to be galvanized (hot-dip or mechanically galvanized), or to be zinc rich coated shall be grade DH or DH3 meeting AASHTO M 291 or shall be grade 2H meeting AASHTO M 292.

709.24.3.2: Plain (black) nuts shall be grade C, D or C3 meeting AASHTO M 291 or shall be grade 2 meeting AASHTO M 292 and shall have a minimum Rockwell hardness of 89 HRB (or Brinell hardness 180 HB). Plain nuts may also be supplied to grades listed in paragraph 709.24.3.1 above.

709.24.3.3: Nuts that are to be galvanized shall be tapped oversize the minimum amount required for proper assembly. The amount of overlap in the nut shall be such that the nut will assemble freely on the bolt in the coated condition and shall meet the mechanical requirements of the applicable AASHTO specification listed above and shall meet the requirements of the rotational-capacity test specified (the overlapping requirements of AASHTO M 291, paragraph 7.4 shall be considered maximum values instead of minimum, as currently shown).

709.24.3.4: Galvanized and zinc rich coated nuts shall be coated with a lubricant containing a dye of any color that contrasts with the color of the coating.

709.24.3.5: Proof load tests (ASTM F606, paragraph 4.2) are required for all nuts. Minimum frequency of tests shall be as specified in AASHTO M 291, paragraph 9.3 or AASHTO M 292, paragraph 7.1.2.1. If nuts are to be galvanized or zinc rich coated, tests shall be performed after coating, overlapping and lubricating.

709.24.3.6: If galvanized or zinc rich coated nuts are supplied, the thickness of the coating shall be measured. Measurements shall be taken on the wrench flats.

709.24.4-Hardened Washers: Hardened washers, plain, galvanized or zinc rich coated shall meet the requirements of AASHTO M 293 and the following:

709.24.4.1: If galvanized or zinc rich coated washers are supplied, hardness testing shall be performed after coating. (Coating shall be removed prior to taking hardness measurements).

709.24.4.2: If galvanized or zinc rich coated washers are supplied, the thickness of the coating shall be measured.

709.24.5-Rotational Capacity Testing: Rotational-capacity tests are required and shall be performed on all black (plain), galvanized (after galvanizing) bolt, nut and washer assemblies by the manufacturer or distributor prior to shipping. Washers are required as a part of the test. The following shall apply:

709.24.5.1: Except as modified, the rotational-capacity test shall be performed in accordance with the requirements of AASHTO M 164.

709.24.5.2: Each combination of bolt production lot, nut lot and washer lot shall be tested as an assembly.

709.24.5.3: A rotational-capacity lot number shall be assigned to each combination of lots tested.

709.24.5.4: The minimum frequency of testing shall be two assemblies per rotational-capacity lot.

709.24.5.5: The bolt, nut and washer assembly shall be assembled in a Skidmore-Wilhelm Calibrator or an acceptable equivalent device. For short bolts which are too short to be assembled in the Skidmore-Wilhelm Calibrator see Section 709.24.5.9.

709.24.5.6: The minimum rotation, from an initial condition (10% of the specified bolt proof load), shall be:

- 240° (2/3 turn) for bolt lengths up to and including 4 diameters.
- 360° (1 turn) for bolt lengths over 4 diameters up to an including 8 diameters.
- 480° (1-1/3 turn) for bolt lengths over 8 diameters.

709.24.5.7: The tension reached at the above rotation shall be equal to or greater than 1.15 times the required installation tension. The installation tension and the tension for the turn test are shown below:

{ENGLISH}

Diameter (Inches)	5/8	¾	1/8	1	1-1/8	1¼	1½
Required Installation Tension (kips)	19	28	39	51	56	71	103
Turn Test Tension (kips)	22	32	45	59	64	82	118

{METRIC}

Diameter (mm)	16	20	22	24	27	30	36
Required Installation Tension (kN)	91	142	176	205	276	326	475
Turn Test Tension (kN)	105	163	202	236	317	375	546

709.24.5.8: After the required installation tension listed above has been exceeded, one reading of tension and torque shall be taken and recorded. The torque value shall conform to the following:

$$\text{Torque (T)} \leq 0.25 \text{ PD}$$

Where: =

Torque (T) = measured torque (foot-pounds) (kN•m)

P = measured bolt tension (pounds) (kN)

D bolt diameter (feet) (m)

709.24.5.9: Bolts that are too short to test in a Skidmore-Wilhelm Calibrator may be tested in a steel joint. The tension requirement of Section 709.24.5.7 need not apply. The maximum torque requirement of Section 709.24.5.8 shall be computed using a value P equal to the turn test tension shown in the Table in Section 709.24.5.7.

709.24.6-Reporting of Test Results:

709.24.6.1: The results of all tests (including zinc coating thickness) required and in the appropriate AASHTO specifications shall be recorded on an appropriate document.

709.24.6.2: Location where tests are performed and date of tests shall be reported on the appropriate document.

709.24.7-Witnessing of Tests: The tests need not be witnessed by an independent inspection agency. However, the manufacturer or distributor that performs the test shall certify that the results recorded are accurate. Independent of the above, the Engineer reserves the right to witness any and all tests as the Engineer deems necessary. The manufacturer or distributor will notify the Engineer prior to conducting any tests.

709.24.8-Documentation:

709.24.8.1: Mill Test Report(s) (MTR) shall be furnished for all mill steel used in the manufacture of the bolts, nuts and washers. MTR shall indicate the place where the material was melted and manufactured.

709.24.8.2: Manufacturer Certified Test Report(s) (MCTR): The manufacturer of the bolts, nuts and washers shall furnish test reports (MCTR) for the items furnished. Each MCTR shall show the relevant information required in accordance with Section 709.24.6. The manufacturer performing the rotational-capacity test shall include on the MCTR:

- a. The lot number of each of the items tested.
- b. The rotational-capacity lot number as required in Section 709.24.5.3.
- c. The results of the tests required in Section 709.24.5.
- d. The pertinent information required in Section 709.24.6.2.
- e. A statement that MCTR for the items are in conformance to this specification and the appropriate AASHTO specification.
- f. The location where the bolt assembly components were manufactured.

709.24.8.3-Distributor Certified Test Report(s) (DCTR): The DCTR shall include MCTR above for the various bolt assembly components. The rotational-capacity test may be performed by a distributor (in lieu of a manufacturer) and reported on the DCTR. The DCTR shall show the results of tests required in Section 709.24.5; shall show the pertinent information required in Section 709.24.6.2 and shall show the rotational-capacity lot number as required in Section 709.24.5.3. The DCTR shall certify that the MCTR are in conformance to this specification and the appropriate AASHTO specifications.

709.24.9-Shipping:

709.24.9.1: Bolts, nuts and washers from each rotational-capacity lot shall be shipped in the same container. If there is only one production lot number for each size of nut and washer, the nuts and washers may be shipped in separate containers. Each container shall be watertight and shall be permanently marked with a shipping label on the container lid and on the side of the container. The labels shall contain, as a minimum, the following information: quantity and description of contents, manufacturer's lot number for each item and the rotational-capacity lot number.

709.24.9.2: The appropriate MTR, MCTR or DCTR shall be supplied to the Engineer or representative prior to installation of any fasteners.

709.24.10-Zinc Rich Coated Fasteners:

709.24.10.1: Fastener components shall be vapor degreased, blast cleaned to Steel Structures Painting Council (SSPC) condition SSPC-10 (near white) and spray coated with a high ratio water-based inorganic zinc rich primer meeting the requirements of Section 711.20.2 of the Standard Specifications. The primer utilized shall be included on the Division of Highways Approved List of Zinc Primers. Copies of the Approval List are available from WVDOH District Materials Officers or from the Materials Section in Charleston, WV.

709.24.10.2: Dry film thickness of the zinc rich primer shall be 2 mils (50 μ m) minimum and 4 mils (100 μ m) maximum.

709.25-STEEL SHELLS OR CASINGS (DRIVEN WITHOUT MANDREL) FOR CAST-IN-PLACE PILES:

Steel shells or casings shall be composed of basic open hearth steel having a tensile strength of not less than 50,000 psi (345 MPa). The thickness of metal shall be as indicated on the Plans. The tips (small end) shall be equipped with a steel driving point securely fastened to the shell and the entire shell shall form one integral water-tight unit. Shells shall be tapered or step-tapered from top to bottom.

Any shell proposed for use shall be approved by the Engineer before driving.

709.26 THROUGH 709.28-BLANK

709.29-ZINC COATED STEEL SHEETS FOR USE IN MANUFACTURING TRAFFIC SIGNS:

The zinc coated steel sheets shall be 16 gage (USS) and shall conform to the requirements of ASTM A 525.

The sheets shall be resquared. They shall be furnished with a galvanized coating, Class 2.00.

The surface of the sheets shall be clean, free of oil, soot, dirt, scale, and other foreign material. They shall be protected in transit and shall be suitable for painting without cleaning or processing in any manner upon receipt by the Division.

709.30-CAST IRON SOIL PIPE AND FITTINGS:

Cast iron soil pipe and fittings shall conform to the requirements of ASTM A 74.

709.31-ALUMINUM ALLOY EXTRUSIONS AND ALUMINUM ALLOY EXTRUDED TUBE:

Aluminum alloy extrusions and extruded tube shall conform to ASTM B 221, alloy 6061, temper condition T6.

709.32-ALUMINUM ALLOY STANDARD STRUCTURAL SHAPES:

Aluminum alloy standard structural shapes, rolled or extruded, shall conform to ASTM B 308, alloy 6061, temper condition T6.

709.33-ALUMINUM ALLOY DRAWN TUBE:

Aluminum alloy drawn tube shall conform to ASTM B 210, alloy 6061, temper condition T6.

709.34-ALUMINUM ALLOY PIPES:

Aluminum alloy pipe shall conform to ASTM B 241, alloy 6061, temper condition T6.

709.35-ALUMINUM ALLOY RIVETS:

Aluminum alloy rivets shall conform to Military Specifications MIL-R-5674; grade and head style shall be as specified by the Engineer.

709.36-ALUMINUM ALLOY BOLTS, NUTS AND SET SCREWS:

Aluminum alloy bolts and set screws shall be made from rod conforming to ASTM B 211, alloy 2024, temper condition T4. The aluminum alloy nuts shall be made from rod conforming to either ASTM B 221, alloy 6061, temper condition T6 or ASTM B 211, alloy 6061, temper condition T6.

Bolt head and nuts shall conform to the American Standard Regular Hexagon, ASA Specifications B 18.2 with the following modification: the width across the flats and the width across the corners may exceed the maximum given in the specification tables by an amount no greater than 20 percent of the difference between the maximum and minimum values given in the tables.

Threads shall conform to American Standard Coarse Thread Class 2. The finished product shall be in the fully heat-treated and aged condition. Anchor bolts shall be given a clear anodic coating at least 0.0002 in (5 μ m). thick. Exposed nuts and washers need not be given as anodic coating.

709.37-ALUMINUM ALLOY WASHERS:

Aluminum alloy washers shall be made from sheet conforming to ASTM B 209, Alclad 2024, temper condition T3 or T4 depending upon the thickness supplied.

709.38-BLANK**709.39-ALUMINUM ALLOY SAND CASTINGS:**

Aluminum alloy sand castings shall conform to **Table 658.4.3**.

709.40-ALUMINUM ALLOY SHIM MATERIAL:

Aluminum alloy shims shall be made from sheet or plate conforming to ASTM B 209, alloy 1100, temper condition 0.

709.41-ALUMINUM FILLER METAL FOR WELDING:

Aluminum filler metal for welding shall conform to ASTM B 285, alloy ER 4043.

709.42-GALVANIZED PIPE OR TUBING FOR HORIZONTAL DRAINS:

709.42.1-General: Horizontal drains may be of galvanized welded or seamless steel pipe, or galvanized tubing, conforming to the requirements prescribed.

The outside diameter shall be a nominal diameter of 2 inches (50 mm) or greater, and the wall thickness shall be a minimum of 0.043 in. (1 mm). The material shall be perforated. Perforations shall consist of two rows of 3/16 in. $\pm 1/32$ in. (5 mm ± 1 mm) diameter holes along the length of the pipe or tubing. The holes in each row shall be on 2 inches $\pm 1/4$ in. (50 mm ± 6 mm) centers. The row shall be 110 deg apart.

The material may be furnished in random or regular lengths.

709.42.2-Galvanized Welded or Seamless Steel Pipe:

Galvanized welded or seamless steel pipe shall conform to the requirements of ASTM A 53. The hydrostatic test will be waived.

709.42.3-Galvanized Tubing: Galvanized tubing shall be circular in cross section with a welded seam. The base metal shall conform to the requirements of Table 1, AASHTO M 218M. The outside surface of the weld shall be metalized.

709.43 THROUGH 709.44-BLANK**709.45-GALVANIZED STEEL GUARDRAIL POSTS:**

Steel guardrail posts shall be fabricated from steel meeting the requirements of ASTM A36 or fabricated in accordance with ASTM A 769, Grade 40. They shall be of a section, length and weight as specified on the Plans. The weight shall not be less than 97.5 percent of that specified.

Galvanizing shall be in accordance with AASHTO M 111, with a minimum of 2 oz. per square foot (600 grams per square meter).

**709.46-STEEL POSTS, POST BRACES AND GATE FRAMES FOR
RIGHT-OF-WAY FENCE:**

Unless otherwise specified, all right-of-way fence posts, post braces and gate frames shall meet the requirements of AASHTO M 181. Either Grade 1 or Grade 2 may be used unless one is specifically called for in the contract. Pipe members shall have the dimensions and weights called for on the Plans.

709.47-BLANK

709.48-CADMIUM COATED MATERIALS:

Cadmium coated (electrodeposited) steel articles, steel hardware, nuts, bolts, etc. shall meet the requirements of ASTM B766.

709.49-SHEET LEAD:

Sheet lead shall conform to the requirements of ASTM B 29.

709.50-STEEL PILE POINTS:

Steel pile points may be either ASTM A27 Grade 65/35 cast steel or ASTM A148 Grade 90/60. Pile points will be approved by the Materials Control, Soil and Testing Division.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

RFQ No. 07140850

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: _____

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 _____