



State of West Virginia  
Request For Quotation

Procurement Folder : 336409

Document Description : Addendum #1

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-22	2017-09-27 12:00:00	ARFQ 0803 DOT1800000009	2	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

Angela Moorman  
(304) 558-9427  
angie.j.moorman@wv.gov

Signature X *J. Dawn Taylor* FEIN # 55-0757422 DATE 9-26-17

**ADDITIONAL INFORMATION:**

09/20/2017- TECHNICAL QUESTIONS ARE DUE BY NOON EASTERN

09/27/17 CLOSSES AT NOON.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	BRIDGE CLEANING AND PAINTING BY THE VENDOR	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
23153501			

**Extended Description:**  
BRIDGE CLEANING AND PAINTING BY THE VENDOR PER THE PRICING PAGES/E-CATALOG SPREADSHEET

**SCHEDULE OF EVENTS**

Line	Event	Event Date
2	TECHNICAL QUESTION DUE BY NOON	2017-09-20

DOT1800000009	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #1 BRIDGE CLEANING AND PAINTING BY THE VENDOR	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**AGENCY SOLICITATION NUMBER – ARFQ DOT1800000009**  
**Addendum Number: 1**

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The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

**To answer Vendor posed questions.**  
**Bid Opening date to remain unchanged.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, 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.

Addendum #1      ARFQ DOT1800000009

Bridge Cleaning and Painting by the Vendor

Question 1    Please clarify prevailing wage rates requirements according to item 19 of the general terms and conditions.

Response 1    House Bill 4005 passed February 4, 2016 and became effective on May 4, 2016 repealed the statutory authority for the prevailing wages. As a result, there are no prevailing wages in West Virginia now.  
Thus, the statement: "To the extent required by applicable law,....".



State of West Virginia  
Request For Quotation

Procurement Folder : 336409

Document Description : BRIDGE CLEANING AND PAINTING BY THE VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-12	2017-09-27 12:00:00	ARFQ 0803 DOT1800000009	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone

**FOR INFORMATION CONTACT THE**  
 Angela Moorman  
 (304) 558-9427  
 angie.j.moorman@wv.gov

Signature X *Judith Dawn Taylor* FEIN # *55-0757422* DATE *9-26-17*

**ADDITIONAL INFORMATION:**

09/20/2017- TECHNICAL QUESTIONS ARE DUE BY NOON EASTERN

09/27/17 CLOSES AT NOON.

INVOICE TO		SHIP TO	
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**Extended Description**

BRIDGE CLEANING AND PAINTING BY THE VENDOR PER THE PRICING PAGES/E-CATALOG SPREADSHEET

**SCHEDULE OF EVENTS**

Line	Event	Event Date
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DOT1800000009	<b>Document Phase</b> Final	<b>Document Description</b> BRIDGE CLEANING AND PAINTING BY THE VENDOR	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

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# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Maintenance Division

- 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. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. 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.
- 5. 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.
- 6. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency 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.

**7. 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.

**8. 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 or the fee then assessed by said Division, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**13. NON-RESPONSIBLE:** The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**14. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

**15. TIE BIDS:** When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

**16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**



**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency 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 two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or 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 Agency 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 received by the Agency prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency 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 Agency prior to Contract award.

**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:** In the amount of \$1,000,000.00 \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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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, award, in a form acceptable to the Agency.

- WEST VIRGINIA CONTRACTOR'S LICENSE
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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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. 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.

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

**12. 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.

**13. 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.

**14. 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.

**15. CANCELLATION:** The Agency 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 Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

**16. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**17. 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.

**18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**19. PREVAILING WAGE:** To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**20. 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.

**21. 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.

**22. 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.

**23. 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 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.

**24. 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 and any other government agency or office that may be required to approve such assignments.

**25. 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.

**26. 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.

**27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

**28. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any 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.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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**30. LICENSING:** 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 Agency to verify that the Vendor is licensed and in good standing with the above entities.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.

**32. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**33. 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.

**34. 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.

**35. INDEMNIFICATION:** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

**36. 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 the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.

**39. 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.

**40. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. 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.

**42.** It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

**43.** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being sub-section a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

**CERTIFICATION AND SIGNATURE PAGE**

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

IPI, INC.  
(Full Company Name)

J. Dawn Taylor  
(Authorized Signature)

J. Dawn Taylor Sec/Treas  
(Print or Type Name and Title of Signatory)

304-965-9094  
(Phone Number)

304-965-9096  
(Fax Number)

ipinc@wildblue.net  
(Email address)

9-26-17  
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** ARFQ 0803 DOT 18 00060009

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)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

IPI, INC.  
Full Company Name

J. Dawn Taylor  
Authorized Signature

9-26-17  
Date

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

REQUEST FOR QUOTATION  
**Bridge Cleaning and Painting by the Vendor**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide cleaning and painting of bridges by the Vendor at locations throughout the State of WV by the West Virginia Division of Highways.

**NOTE:** This is an open-end contract solicitation thus there are no plans or drawings available with this request. Per Section 5 of these contract specifications, a low-bid Vendor will be chosen from the awarded Vendors per individual project. At that time, any plans or drawings needed for the project will be provided to the project-awarded Vendor.

- 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” or “Contract Items”** means the list of items identified in Section III, Subsection 3.4 below.

**2.2. “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Pricing Pages/E-Catalog Spreadsheet and used to evaluate the Solicitation responses.

**2.3. “Solicitation”** means the official notice of an opportunity to supply the State with goods or services.

**2.4. “WVDOH” or “Agency”** used throughout this Solicitation means the West Virginia Division of Highways.

**2.5. “SSPC”** used throughout this Solicitation means Steel Structures Painting Council. Reference: [www.sspc.org](http://www.sspc.org).

**2.6. “OSHA”** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: [www.osha.gov](http://www.osha.gov).

**2.7. “RCRA”** used throughout this Solicitation means Resource Conservation and Recovery Act. Reference: [www.epw.senate.gov/rcra.pdf](http://www.epw.senate.gov/rcra.pdf).

**2.7.1 “RCRA 8”** used throughout this Solicitation shall mean RCRA 8 Regulated Metals comprised of arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver.

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2.8. “ASTM” used throughout this Solicitation means American Society for Testing and Materials. Reference: [www.astm.org](http://www.astm.org).

2.9. “PPM” used throughout this Solicitation means Parts Per Million.

2.10 The terms “**Finish Coat** and **Top Coat**” are interchangeable.

2.11 “EPA” used throughout this Solicitation means Environmental Protection Agency.

2.12 “VOC” used throughout this Solicitation means Volatile Organic Compound.

2.13 “M.P.” used throughout this Solicitation means Materials Procedures of the WVDOH, Reference: [www.transportation.wv.gov/highways/mcst/Pages/MaterialsProcedures.aspx](http://www.transportation.wv.gov/highways/mcst/Pages/MaterialsProcedures.aspx)

2.14 “**Contractor**” or “**Vendor**” used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Supplemental Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

2.15 “**Standard Specs**” used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

### 3. GENERAL REQUIREMENTS:

3.1 **Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 103.6, 104.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.7, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.21, 107.23, 108.3, 108.5, 108.7, 108.8, 109.1, 109.2, 636 and 688.5.

A hard copy of the Standard Specs may be purchased from:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 722  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305  
(Phone) 304-558-2885

An electronic copy of the Standard Specs may be obtained by sourcing:  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

3.2 **Testing Prior to Cleaning and Painting:**

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**3.2.1 Chloride Contamination:** The WVDOH shall test the areas of severest deterioration (after removing rust scale) for chloride contamination by the CHLOR\*TEST or equal (See Section 3.4.3.3.1), Chloride Test Kit method. The maximum allowable level of chloride contamination shall be 5 micrograms/cm<sup>2</sup>. CHLOR\*TEST or equal results shall be listed on the Delivery Order.

**3.2.2 Adhesion:** The WVDOH shall verify that the intercoat adhesion and substrate adhesion of the existing coating system is 3A, 3B or better in accordance with ASTM 3359. Adhesion tests will be taken at a minimum of two locations in each span (if accessible) of the bridge, the fascia web of the exterior stringer and the web of an interior stringer. Adhesion results shall be listed on the Delivery Order.

**3.2.3 Testing for Heavy Metals:** The WVDOH shall obtain a sample of the existing total paint system and have it tested for copper, magnesium, manganese and the RCRA 8 metals (total). Results of the test for the heavy metals shall be listed on the Delivery Order.

**3.2.4 Intercoat Compatibility:** The Contractor shall conduct tests to determine intercoat compatibility of approved primer, intermediate and finish coats to be used. Tests shall be conducted on areas of the structure as directed by the WVDOH Engineer.

**3.3 General Notes:**

**3.3.1 Bridge Classification:** Requests for Maintenance painting on existing steel bridges under this contract should be limited to simple and/or continuous multiple span beam or girder structures. However, if the Contractor is agreeable, trusses and/or other structures may be painted under the terms of this contract.

**3.3.2 Paint Guidelines:** Maintenance painting of steel bridges with 5,000 square feet or less of surface area may be cleaned and painted in their entirety.

Maintenance painting of steel bridges exceeding 5,000 square feet of surface area will be limited to those bridges that do not exceed 30% total coating failure of the existing coating. Total coating failure is those areas where the primer, intermediate and top coat have failed and corrosion is present. Chalking, flaking, peeling, etc. of the top and intermediate coat are not considered total coating failure.

**3.3.3 Weather Limitations and Conditions:** Painting will not be permitted when the ambient temperature is below 40°F or the relative humidity is greater than 90 percent. Coating shall not be applied when conditions of rain, snow, fog, frost or mist exist or when the temperature of the steel is less than 5°F above the dew point. Painting will not be done while the surface is hot enough to cause blistering or a too rapid solvent release.

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**3.3.4 Painting Practices:** Good painting practices are expected and will be required in accordance with SSPC Steel Structures Painting Manual, Volume 1. Spray guns must be equipped with the recommended size tip for the paint product being used and be held perpendicular (90 degrees) to and at the proper distance from the receiving surface. Staging must be adequate to provide access to all areas being painted. Violation of these requirements causing excessive paint waste will be justification for the WVDOH Engineer to order the Contractor to cease all work on the project until corrective action has been taken.

**3.3.5 Railway Highway Provisions:** Areas of projects, which fall within existing railroad rights of way, are explicitly exempt from this contract.

**3.4 Contract Items and Mandatory Requirements:**

**3.4.1 Mobilization:** The work shall consist of the performance of preparatory operations, including the submission of the quality control plan, the movement of personnel and equipment to the project site and the establishment of any facilities necessary to begin work. The Contractor shall mobilize and begin work no later than 15 days after starting date specified in the Delivery Order. At the end of the first day of work, identified on the Delivery Order, the Contractor shall be entitled to payment of mobilization consisting of one unit of Mobilization per Delivery Order.

**3.4.2 Maintaining Traffic:** Traffic shall be maintained in accordance with Section 636 of the Standard Specs.

**3.4.3 Surface preparation:** Shall consist of dry-clean methods, pressure washing (cold or hot), hand tool/power tool cleaning and/or commercial grade power tool cleaning. If Devprep 88 Heavy Duty Cleaner or equal (See Section 3.7.2), is specified on the Delivery Order, the Contractor shall clean with Devprep 88 Heavy Duty Cleaner or equal after the Dry-Clean method specified in Section 3.4.3.1 and prior to the pressure washing specified in Section 3.4.3.4.

**3.4.3.1 Dry-Clean:** This will consist of cleaning by dry methods all loose dirt and debris from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets, and expansion joints prior to any washing operations. Collection may include the use of brooms, brushes, shovels, wheelbarrows, buckets, vacuums or other suitable means. Dirt and debris shall be disposed of as specified in Section 3.4.4.3. The pay quantity for cleaning by dry methods shall be the total square feet of surface area cleaned.

**3.4.3.2 Chloride Contamination:** When the Delivery Order states a chloride contamination level less than the maximum allowable (per Section 3.2.1), no soluble salt remover will be added to the wash water and

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washing shall be performed as specified in Section 3.4.3.4. When the Delivery Order states a chloride contamination level above the maximum allowable (per Section 3.2.1), a soluble salt remover shall be added to the wash water as specified in Section 3.4.3.3 and the soluble salt remover shall meet the requirements of Section 3.4.3.3.2.

**3.4.3.3 Soluble Salt Remover:** The Contractor shall add a commercial soluble salt remover such as CHLOR\*RID or equal (See Section 3.4.3.3.2), to the wash water and in the first 50 square feet of cleaning, the Contractor is to determine by sufficient chloride contamination testing, such as, CHLOR\*TEST or equal of the most deteriorated areas, the rate of application, nozzle pressure, nozzle distance from surface and dilution ratio of mixture to achieve the desired level of cleanliness. Washing shall also meet the requirements of Section 3.4.3.4. Thereafter, the Contractor is to perform chloride contamination tests such as, CHLOR\*TEST or equal, in areas designated by the WVDOH Engineer to ensure that the entire structure has attained the specified level of cleanliness. The WVDOH Engineer is to verify the degree of cleanliness. The WVDOH Engineer's decision shall be final.

The pay quantity for the soluble salt remover as specified in the paragraph above shall be the total square feet of surface area cleaned.

**3.4.3.3.1 Chloride Contamination Test:** The requested chloride contamination test is CHLOR\*TEST which is used to test the chloride contamination on the steel surface. CHLOR\*TEST is manufactured by CHLOR RID International, Inc., Chandler, AZ, phone: 800-422-3217 meeting the six specifications listed below. If the Vendor is proposing an or equal Test, the Test shall include properties of components listed in Section 3.4.3.3.1 of these specifications and shall meet all specifications on the Manufacturer's Data Sheets. Whether the Vendor is proposing the requested CHLOR\*TEST or an or equal Test, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page/E-Catalog spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVDOH shall determine equivalency for an or equal Test that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

1. Chloride level to be measured in PPM and micrograms per centimeter squared.
2. Test range 1 to 50  $\mu\text{g}/\text{cm}^2$ .

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3. Each Kit will carry out five individual tests.
4. Each Kit will be 100% self-contained.
5. Test results will be achieved in maximum of 2-3 minutes.
6. Test results will be a direct reading with no calculations required.

The pay quantity for chloride contamination test as specified in the paragraph above shall be per each as directed by the WVD0H Engineer.

**3.4.3.3.2 Soluble Salt Remover:** The requested soluble salt remover is CHLOR\*RID. CHLOR\*RID is manufactured by CHLOR RID International, Inc., Chandler, AZ, PH: 800-422-3217 meeting the nine specifications below. If the Vendor is proposing an or equal Remover, the Remover shall include properties of components listed in Section 3.4.3.3.2 of these specifications and shall meet all specifications on the Manufacturer's Data sheets. Whether the Vendor is proposing the requested CHLOR\*RID or an or equal Remover, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page/E-Catalog spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVD0H shall determine equivalency for an or equal Remover that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

1. Material shall contain zero VOC's.
2. Material shall have a shelf life of 36 months.
3. Material shall be suitable for hand washing spot areas and for application by pressure washer at any pressure.
4. Material shall be biodegradable.
5. Typical coverage 300-1000 Sq. Ft./Gal
6. pH 3.3 (+/-2)
7. Application Temperature +32°F

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8. Material shall be Non-Flammable
9. Packaging: 1/5/55 U.S. Gallon

**3.4.3.4 Pressure Washing:** All surfaces of the structure that are to receive paint shall be pressure washed with potable water from the nearest local municipality using a pump developing a minimum of 4,000 pounds per square inch at the nozzle. The maximum pressure at the nozzle shall not exceed 4,500 pounds per square inch. The pump must deliver a minimum of four gallons per minute to the nozzle.

Pressure washing shall be accomplished by holding the wash wand with rotary nozzle attachment at a maximum distance of twelve (12) inches from and perpendicular (90 degrees) to the steel surface being washed. The wand shall be moved along the surface at a rate not exceeding one (1) lineal foot per second.

All wash water shall be filtered with 160 openings per square inch or finer mesh material to catch particles of paint and debris.

When Devprep 88 Heavy Duty Cleaner or equal (See Section 3.7.2.1) is specified on the Delivery Order, the Contractor shall remove the Devprep 88 Heavy Duty Cleaner or equal in conjunction with the pressure washing specified in Section 3.4.3.4 thus eliminating the washing specified in the manufacturer's product data sheet.

**3.4.3.5 Hot Water Washing:** Hot water washing may be required when directed by the WVDOH Engineer. Hot water washing shall be as specified in Section 3.4.3.4, except that the wash water shall have a minimum temperature of 180°F at the time of contact with the surface being washed.

**3.4.3.6 Hand Tool Cleaning:** Hand tool cleaning shall be in accordance with SSPC Surface Preparation Number 2.

**3.4.3.7 Power Tool Cleaning:** Power tool cleaning/vacuum shrouded power tool cleaning shall be in accordance with SSPC Surface Preparation Number 3.

**3.4.3.8 Commercial Grade Power Tool Cleaning:** Commercial grade power tool cleaning shall be in accordance with SSPC Surface Preparation Number 15.

This method shall be used on all areas containing pack rust and/or excessive rust as directed by the WVDOH Engineer. If chloride contamination was above the maximum allowable per Section 3.2.1 in prior

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testing, then these areas shall receive an additional washing with the soluble salt remover after rust has been removed. Cost for additional pressure washing with the soluble salt remover, shall be the total square feet of surface area cleaned.

**3.4.3.9** The pay quantity for Hand Tool/Power Tool Cleaning and/or Commercial Grade Power Tool Cleaning with Pressure Washing including full compensation for pressure washing as specified in Section 3.4.3.4, shall be the total square feet of surface area cleaned.

**3.4.4 Containment and Disposal:** The Contractor shall provide a Containment and Disposal control plan for each Delivery Order awarded in accordance with M.P. 688.03.20. The specific pollution control system which is proposed for the complete capture, containment, collection and disposal of the waste material generated by cleaning operations shall be included in the plan. Containment and Disposal shall be in accordance with sub-section 688.5 of the Standard Spec at time of bid opening, except as follows:

**3.4.4.1 Containment:** Containment for Power Tool Cleaning (Per Section 3.4.3.7) and Commercial Grade Power Tool Cleaning (Per Section 3.4.3.8) shall be Class 3P.

The pay quantity for Power Tool Cleaning and Commercial Grade Power Tool Cleaning shall be the total square feet of steel surface area cleaned.

Containment for Hand Tool Cleaning (Per Section 3.4.3.6) and/or Vacuum Shrouded Power Tool Cleaning (Per Section 3.4.3.7) shall consist of ground covers or free-hanging tarpaulins.

The pay quantity for Hand Tool Cleaning and Vacuum Shrouded Power Tool Cleaning shall be the total square feet of steel surface area cleaned.

Containment shall be in accordance with the SSPC Guide 6, current issue at the time of bid opening.

In addition, during painting operations the Contractor shall protect the environment (water, soil and vegetation), private property, pedestrian, vehicular and other traffic on or underneath the structure from dripping, and/or drifting paint by use of bottom and side tarpaulins or other suitable means.

**3.4.4.2 Assessment Method for emissions:** shall be Method A., Level 2, as per SSPC Guide 6, current issue at time of bid opening.

**3.4.4.3 Disposal Waste material from cleaning operations:** The WVDOH will provide the Contractor with the EPA number of the

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WVDOH facility where the "Waste material from cleaning operations" shall be stored.

"Waste material from cleaning operations" (excluding bridge deck, parapets and expansion joints) shall be collected and transported daily to the designated WVDOH facility in quantities not to exceed 220 total pounds. Waste material shall be stored in proper containers and labeled in accordance with sub-section 688.5.4 of the Standard Specs while in storage at the WVDOH facility. Waste material shall be disposed of as hazardous waste by the Contractor within sixty (60) days from the date waste material was first stored at the WVDOH facility.

The dirt and debris from the bridge deck, parapets and expansion joints shall be collected and redistributed by the Contractor along the roadway shoulder as directed by the WVDOH Engineer. The pay quantity for disposal of hazardous waste material, including partial drums, shall be per drum.

**3.4.4.4 Pre-Project Clean Up:** When there are existing paint chips on the ground and before the cleaning and painting operations begin, the Vendor shall remove and properly containerize the paint chips in accordance with sub-section 688.5.4 of the Standard Specs. The pre-project site shall be in a neat and clean condition meeting the approval of the WVDOH Engineer. Cleaning shall be by the Dry-Clean method as specified in Section 3.4.3.1 and paint chips and debris shall be disposed of as specified in Section 3.4.4.3.

The pay quantity for pre-project clean up shall be the total square feet of surface area cleaned.

**3.4.4.5 Post-Project Clean Up:** After painting and before the project is accepted as complete, any fugitive material and debris associated with performance of the contract must be removed and properly containerized in accordance with sub-section 688.5.4 of the Standard Specs by the Vendor leaving the project site in a neat and clean condition meeting the approval of the WVDOH Engineer. Cleaning shall be by the Dry-Clean method as specified in Section 3.4.3.1 and fugitive material and debris shall be disposed of as specified in Section 3.4.4.3.

Cost for post-project clean up and disposal is considered part of the cleaning and painting operations and no separate payment shall be made.

**3.5 Workers Protection (Toxic Metal):** When heavy metals (per Section 3.2.3) are present, the Vendor shall implement worker protection in accordance with OSHA 29CFR 1926.62. Paragraph (d)(2)(i) states that until the employer

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performs an employee exposure assessment per paragraph (d) and documents that the employee is not exposed above the permissible exposure limit (PEL), the employer shall treat the employee as if the employee were exposed above the PEL, and shall implement employee protective measures prescribed in paragraph (d)(2)(v). The Vendor shall comply with all the requirements of paragraph (d)(2)(v) to follow OSHA requirements, but for this contract the Vendor must, as a minimum, comply with the following items of paragraph (d)(2)(v):

- (A) Appropriate respiratory protection in accordance with paragraph (f).
- (B) Appropriate personal protective clothing and equipment in accordance with paragraph (g).
- (C) Change areas in accordance with paragraph (i)(2).
- (D) Hand washing facilities in accordance with paragraph (i)(5).

The pay quantity for worker protection items such as hand and face washing facilities, change areas, protective clothing and respirators per the requirements of 29 CFR 1926.62, shall be lump sum.

**3.6 Field Painting:** Shall be in accordance with sub-section 688.4 of the Standard Specs.

The pay quantity for each paint product shall be based on the total square feet of surface area coated by the product applied.

The quantity of cleaning and paint product application shall be calculated from actual field measurement of the surface area cleaned, washed or painted with no additional allowance for irregularities such as bolt heads, rivets, nuts, etc. Such measurements shall be taken jointly by representatives of the WVDOH and the Contractor. When the entire structure is coated, calculations may be based on as built plans and/or shop drawings.

The quoted unit price for all bid items, except Single Component and Multi-Component Coatings shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

The quoted unit price for Single Component and Multi-Component Coatings, except for the paint system which will be supplied by the WVDOH, shall be fully compensated for all labor, equipment and materials required to satisfactorily complete the work.

**3.6.1 Sealer Application (Where applicable):** Upon completion of sealer application, when specified in the Delivery Order and prior to priming, the sealed area shall be inspected for lifting of existing paint edges. Areas of failed adherence shall be removed, cleaned and resealed prior to application of the primer.

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**3.6.2 Prime Coat:** All bare metal and sealed surfaces shall receive one coat of Primer when specified in the Delivery Order.

**3.6.3 Stripe Coat:** All bolt heads and nuts, all rivet heads, edges of flanges and edges of plates that received the prime coat shall receive one stripe coat, by brush application after the application of the prime coat. Stripe coat shall be the same material as the prime coat.

**3.6.4 Top Coat:** Upon completion of prime coat and stripe coat, one top coat per the Delivery Order shall be applied as specified. The WVDOH Engineer may direct that the top coat be applied to the entire bridge. The top coat color shall be as specified on the Delivery Order or as directed by the WVDOH Engineer.

**3.6.5 Tinting:** Each coat of paint (including stripe coat) shall be of a contrasting color to the preceding coat. If tinting is required, the type and amount shall be that recommended by the paint manufacturer and approved by the WVDOH Engineer.

**3.6.6 Dry Film Thickness:** On areas of exposed bare metal, each coat of paint shall be applied in accordance with the manufacturer recommendations.

On areas of the structure which contain sound, adherent existing paint, each coat of paint shall be applied in accordance with manufacturer's recommendations.

The coating shall not be applied to a thickness which will affect the drying qualities of each coat of paint.

The average application rate shall be established by conducting random wet film thickness tests during and after the application of each successive coat of the coating system. Dry film thickness shall be measured by destructive instruments or calculated from the wet film thickness readings, based on the total solids content specified in the manufacturer's product data sheet for each product listed in this contract.

**3.6.7 Drying Time:** Application time between paint coats shall be per manufacturer's recommendations and at the direction of the WVDOH Engineer.

**3.6.8 Caulking:** Contractor shall caulk any seams, joints or cracks as directed by the WVDOH Engineer when specified on the Delivery Order. Caulking, as directed, shall be pressed into the seams between the adjoining surfaces, by wetted finger or specialty tool, to insure bond and provide a smooth uniform surface. The caulk shall be applied in accordance with manufacturer's recommendations and prior to the application of the subsequent top coat. Caulk material shall be by written recommendation of the paint manufacturer and approved by the WVDOH Engineer. The pay quantity for caulk shall be the total

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lineal feet of seams, joints or cracks caulked, measured in place prior to the application of the top coat of paint.

**3.6.9 Hand Application Surcharge:** The pay quantity for hand application shall be a per square foot surcharge to the quantity of each paint product applied in this manner as directed by the WVDOT Engineer and specified in the Delivery Order. Areas of hand application incidental to normal spray application (including stripe coat) shall not receive a surcharge payment.

**3.7 Paint Systems:** The paint systems listed in this section are for maintenance painting of bridge structures. At the time of need for a bridge painting project, the WVDOT will issue a Delivery Order to the Vendor requesting one or more of the Systems below. Vendor cannot substitute or equal products within these systems.

**3.7.1 Termarust – Calcium Sulfonate System or Equal:** The Contract Items brand/style manufactured by Termarust Technologies listed in Section 3.7.1 for these specifications are components making up a paint system. If the Vendor is proposing an or equal System, the System shall include properties of components listed in Section 3.7.1 of these specifications and shall meet all specifications on the Manufacturer's Data sheets. Whether the Vendor is proposing the requested Termarust System or an or equal System, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page/E-Catalog spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVDOT shall determine equivalency for an or equal System that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

**3.7.1.1 2200 Penetrant / Sealer or Equal:** Sealer that remains active allowing it to neutralize acid, displace moisture, scavenge oxygen, thoroughly wet surfaces and stop corrosion.

Color:	Amber
Sheen:	Low Gloss
Resin:	Reacted Alkaline Viscolastic Calcium Sulfonate
Solids:	50% ± 2%
VOC:	3.66-3.83 lbs/US Gallon
Spread Rate:	662 sq. ft. per U.S. Gallon @ 1 mil DFT
Viscosity:	200-300 CPS Brookfield #2 @ 10 RPM
Shelf Life:	12 months @ 41°F - 86°F

**3.7.1.2 2100 Self Priming Topcoat or Equal:** Primer/Topcoat that is a flexible structure coating. The self-priming topcoat is a pigmented reacted alkaline viscoelastic calcium sulfonate coating, designed and engineered exclusively for encapsulation (overcoat) of galvanizing, core 10 steel tightly

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adhered contaminant free rust, existing aged leaded paints, vinyl, coal tar epoxy, polyurethane, epoxy mastics, organic or inorganic zinc, metallizing, acrylics, and/or re-coating of new or prepared structural steel.

Color: All colors available upon request.  
Sheen: Gloss at 60° (15-25° ASTM D523)  
Resin: Reacted Alkaline Viscoelastic Calcium Sulfonate  
Solids: 71% ± 2%  
VOC: 2.25-2.58 lbs/US Gallon  
Spread Rate: 1020 sq. ft. per U.S. Gallon @ 1 mil DFT  
Viscosity: 5000-10000 CPS ASTM D2196 RVT #6 @ 10 RPM  
Shelf Life: 12 months @ 41°F - 86°F

**3.7.2 Devo – Pre-Prime System or Equal:** The Contract Items brand/style manufactured by Devo High Performance Coatings listed in Section 3.7.2 for these specifications are components making up a paint system. If the Vendor is proposing an or equal System, the System shall include properties of components listed in Section 3.7.2 of these specifications and shall meet all specifications on the Manufacturer's Data sheets. Whether the Vendor is proposing the requested Devo System or an or equal System, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page/E-Catalog spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVDOH shall determine equivalency for an or equal System that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

**3.7.2.1 Devprep 88 Heavy Duty Cleaner or Equal:** A concentrated water based cleaner low in odor, nonflammable and biodegradable. It shall dissolve and remove heavy accumulations of hard-to-remove dirt, oil and grease without the use of solvents.

Color: Clear to slightly hazy  
Clean up Solvent: Water  
VOC: 0.0 lbs/US Gallon  
pH: 11.0-13.5  
Shelf Life: 24 months @ 77°F-unopened equivalency.

**3.7.2.2 Bar Rust 231 Epoxy Primer or Equal:** A high performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating for industrial applications and shall be used on properly prepared steel.

Color: Off White, Buff, Haze Gray, Oxide Red or Aluminum

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Sheen: Semi-Gloss  
Solids: (ASTM D 2697-7 days) 71%  
V.O.C.: 2.1 lbs/US Gallon  
Spread Rate: 1139 sq. ft. per U.S. Gallon @ 1 mil DFT  
Viscosity: 200-300 CPS Brookfield #2 @ 10 RPM  
Shelf Life: 24 months @ 77°F.

**3.7.2.3 Devthane 359 Urethane or Equal:** A high build, high performance, two-component chemically-cured aliphatic urethane gloss enamel for use in areas where maximum gloss and color retention are required.

Color: All colors  
Sheen: High Gloss  
Solids: 60% ± 2%  
V.O.C.: 2.8 lbs/US Gallon  
Spread Rate: 962 sq. ft. per U.S. Gallon @ 1 mil DFT  
Shelf Life: 12 months @ 77°F

**3.7.3 Wasser Micaceous Iron Oxide System or Equal:** The Contract Items brand/style manufactured by Wasser listed in Section 3.7.3 for these specifications are components making up a paint system. If the Vendor is proposing an or equal System, the System shall include properties of components listed in Section 3.7.3 of these specifications and shall meet all specifications on the Manufacturer's Data sheets. Whether the Vendor is proposing the requested Wasser System or an or equal to System, the Vendor SHALL provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the Pricing Page/E-Catalog spreadsheet and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. The WVDOH shall determine equivalency for an or equal System that is bid. Any product being bid by the Vendor shall meet or exceed the following specifications:

**3.7.3.1 Prepond Sealer or Equal:** low VOC, moisture-cure urethane primer for ferrous and non-ferrous metal substrates. The design benefit of the penetrating nature of the primer/sealer shall allow for superior adhesion to marginally prepared surfaces. This sealer shall be used as a tie coat over most existing coatings and shall be used in red lead encapsulation systems.

Color: Aluminum  
Sheen: Flat  
Resin: Urethane  
Solids: 64% ± 2%  
VOC: <0.8 lbs/US Gallon  
Spread Rate: 513 sq. ft. per U.S. Gallon @ 2 mil DFT  
Shelf Life: 12 months @ 75°F.

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**3.7.3.2 MC Miomastic Primer or Equal:** A surface tolerant intermediate coating. MC-Miomastic or equal shall be a blend of micaceous iron oxide and corrosion inhibiting pigments that is unique to moisture-cure urethane technology. It shall be designed for application to moisture-cure and most old, conventional coatings. The primer shall provide maximum surface tolerance by its ability to overlap most conventional coatings without compromise to its existing adhesion characteristics to the substrate. This primer shall be used in red lead overcoat systems.

Color: Red Oxide  
Sheen: Flat  
Resin: Urethane  
Solids: 62% ± 2%  
VOC: <2.8 lbs/US Gallon  
Spread Rate: 994 sq. ft. per U.S. Gallon @ 1 mil DFT  
Shelf Life: 12 months @ 75°F.

**3.7.3.3 MC Miozinc Primer or Equal:** This primer shall have a unique pigment combination of zinc and micaceous iron oxide, which provides both galvanic and barrier protection to properly prepared steel surfaces. It shall be a surface tolerant primer that can be applied to wet and dry abrasive blast, hydro-blast and hand and power tool cleaned substrates. This primer shall be used for pitted steel or steel with complex geometry and when overlapping onto existing coatings for spot prime applications.

Color: Standard Green  
Sheen: Flat  
Resin: Urethane  
Solids: 62% ± 2%  
V.O.C.: <2.8 lbs./US Gallon  
Spread Rate: 994 sq. ft. per U.S. Gallon @ 1 mil DFT  
Shelf Life: 12 months @ 75°F

**3.7.3.4 MC Luster Top or Equal:** This topcoat shall be a semi-gloss, aliphatic, moisture-cure urethane that has excellent resistance to UV, weathering and abrasion. This topcoat solution shall be used for new construction and provide for easy re-coat ability to maintenance projects.

Color: Standard and various colors  
Sheen: Semi-Gloss  
Resin: Aliphatic Urethane  
Solids: 62% ± 2%  
V.O.C.: <2.8 lbs/US Gallon  
Spread Rate: 994 sq. ft. per U.S. Gallon @ 1 mil DFT  
Shelf Life: 12 months @ 75°F.

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**3.7.4 Mathis Coatings Noxyde Primer Plus or Equal:** This self-priming, high build coating shall be for minimally prepared sound rusted or clean steel in mild to moderate industrial environments. Two coats are required. It can also be used on concrete and the excellent elongation properties, 200%, makes it suitable for bridging small cracks. Noxyde is not recommended for exposure to most hydrocarbon solvents.

Color:	Off White, Blue gray, Beige Gray, Reseda Green, White, Black, English Red, and Brown
Resin:	Water-based acrylic elastomeric
Solids:	62% ± 3%
VOC.:	5 g/l 0.04 lbs/US Gallon
Spread Rate:	880 sq. ft. per U.S. Gallon @ 1 mil DFT
Shelf Life:	4 Years, Unopened

**3.7.5 Coatings Furnished by the WVDOH:** The Contract Items listed in Section 3.7.5 of these specifications are paint systems that will be supplied by the WVDOH to the Vendors for application. These Contract Items shall be full compensation for all labor, equipment and materials required to apply the supplied paint system in accordance with the manufacturer's recommendations and at the direction of the WVDOH Engineer.

**3.7.5.1 Single Component Coating:** Coating shall be mixed and dispersed as required by the coating manufacturer to produce a product that is smooth, uniform consistency, stable, free of grit and coarse particles. Coating is intended for application by brush, spray or roller.

**3.7.5.2 Multi-Component Coating:** Multi-Component coating shall be prepared using all contents of the container for each component as packaged by the paint manufacturer. Partial batched shall not be used. Multi-component coatings that have been mixed beyond their pot life shall not be used. Components shall be mixed and dispersed as required by the coating manufacturer to produce a product that is smooth, uniform consistency, stable, free of grit and coarse particles. The supplied coating is intended for application by brush, spray or roller.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

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**4.2 Pricing Pages/E-Catalog:** Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers.

- 1) Column A – Vendor Customer Code should identify the Vendor’s wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank.
- 2) Column C – Supplier Name should identify the name of the supplier of an or equal bid item.
- 3) Column D and Column E – Manufacturer Name and Manufacturer Park Number should be the manufacturer’s name and part number of an or equal bid item.
- 4) Column I – Vendor shall not modify or change any Unit of Measure identified in this column. If a Vendor questions the requested Unit of Measure, the Vendor shall submit a question to the buyer before the Technical Question deadline.
- 5) Column J – List Price shall identify the Vendor’s unit prices per Contract Items bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.
- 5) Column T – Picture File Name shall remain blank.

Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

At the time of need, the WVDOH may choose one or more of the Contract Items to complete an individual project.

The Vendor’s quoted unit price for each Contract Item shall include all labor, equipment and materials included in each Contract Item.

**4.2.1** If a Vendor will be supplying multiple brands for one contract item and ALL pricing is the same, ALL multiple brands can be listed on one Pricing Page/E-Catalog Spreadsheet and one bid submission is acceptable.

**4.2.2** If a Vendor will be supplying multiple brands for one contract item, at varying prices, additional, Pricing Page/E-Catalog Spreadsheets, separate bid submissions must be submitted for each brand bid. Multiple brands, with varying prices, shall be submitted on separate bid submissions.

If the Vendor is proposing an or equal item, the Vendor **SHALL** provide the supplier’s name, manufacturer’s name and manufacturer’s part number, where applicable, on the Pricing Page/E-Catalog Spreadsheet and should attach any

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additional product documentation, such as specifications, physical properties, with their bid packet.

The WVDOH shall determine equivalency for an or equal item that is bid. The WVDOH may contact the Vendor submitting an or equal item if additional information is needed to determine equivalency.

**NOTE: If no Supplier Name, Manufacturer Name or Manufacturer Part Number is provided, the WVDOH will expect that the Vendor is providing the requested brand products.**

The Pricing Pages/E-Catalog Spreadsheet contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet for bid purposes by sending an email request to the following address: [angie.j.moorman@wv.gov](mailto:angie.j.moorman@wv.gov).

- 4.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2016/2017 Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2016/2017 Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2016/2017 Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 5. DETERMINING LOW BID PER PROJECT:** Cleaning and painting of a bridge, bridges (two or more separate bridges)-or pair of bridges (opposite structures on multi-lane highways) may be designated as an individual project. To determine the low

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bid Vendor per individual project, the WVDOH Engineer will calculate the lowest overall total cost of the Contract Items required for individual projects. A Delivery Order will be issued to the Vendor with the lowest overall total cost.

**6. ORDERING AND PAYMENT:**

**6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. 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.

**7. DELIVER AND RETURN:**

**7.1 Delivery Time:** Vendor shall begin standard orders within fifteen (15) days after the Delivery Order is received by the Vendor. Vendor shall deliver emergency orders within an agreed upon timeframe established by the WVDOH and the Vendor after the Delivery Order is received by the Vendor. All work shall be completed within time frame specified in the Delivery Order, except as approved by the WVDOH Engineer.

The work shall be scheduled by the WVDOH and Vendor in an efficient manner to reduce traffic delays and prevent unnecessary traffic control expenses.

**7.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**7.3 Delivery Payment/Risk of Loss:** Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the

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Agency separately for such delivery.

**7.4 Rejection of Unacceptable Contract Items:** The decision of the WVDOH Engineer regarding materials, workmanship, quality etc., shall be final per the Standard Specs section 105.1.

**7.5 Return Due to Agency Error:** Items ordered by the Contractor that must be returned due to error by the Agency will be returned by the Contractor for credit within 30 days of receipt. The Agency will reimburse the Contractor for actual restocking fees and shipping charges incurred. The Contractor must submit original invoices for shipping and fees for reimbursement.

**8. ANTI-COLLUSION CLAUSE:**

**8.1** Contractor affirms that regarding this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

**8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

**8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;

**8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;

**8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;

**8.1.5** otherwise taken any action in restraint of free competitive bidding.

**8.2** Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

**8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;

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- 8.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
- 8.2.3 otherwise taken any action to put in a sham bid.

**9. VENDOR DEFAULT:**

- 9.1 The following shall be considered a Vendor default under this Contract.
  - 9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 9.1.2 Failure to comply with other specifications and requirements contained herein.
  - 9.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4 Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to Agency upon default.
  - 9.2.1 Immediate cancellation of the Contract.
  - 9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - 9.2.3 Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

- 10.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3 **Insurance:** Prior to the issuance of any Delivery Order, the Contractor shall furnish evidence of insurance meeting the requirements of Section 103.6 of the Standard Specs.

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- 10.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** JOEY TAYLOR  
**Telephone Number:** 304-965-9094 304-437-0314  
**Fax Number:** 304-965-9096  
**Email Address:** iptinc@wildblue.net

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: IPI, INC.

Authorized Signature: Julia Dawn Taylor

Date: 9-26-17

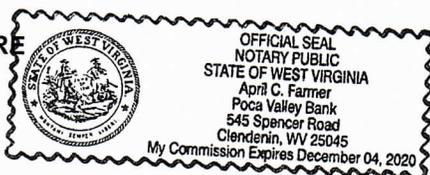
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of September, 2017

My Commission expires 12/04, 2020

AFFIX SEAL HERE



NOTARY PUBLIC

April C. Farmer

# 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 Vendor Preference, if applicable.

1.  **Application is made for 2.5% 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;  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **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% 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% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4.  **Application is made for 5% 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% 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% 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) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

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

Bidder: IPI, INC Signed: J. Dawn Taylor  
Date: 9-26-17 Title: Sec/Treas

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: IPI, INC.

Address: 6211 Frame Rd. Elkview WV 25071

Contracting business entity's authorized agent: J. Dawn Taylor

Address: 2 Chatsworth Lane Charleston WV 25314

Number or title of contract: ARFQ 0803 DOT1800000009 Bridge Cleaning and Painting

Type or description of contract: Bridge Cleaning and Painting

Governmental agency awarding contract: WV Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

J. Dawn Taylor

Signature: J. Dawn Taylor

Date Signed: 9-26-17

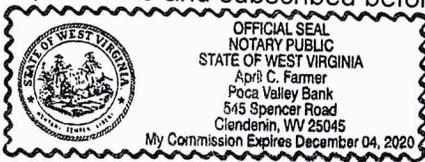
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Kanawha

I, J. Dawn Taylor, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 26 day of September, 2017



April C. Farmer
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:















