

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BRIDGE CLEANING AND PAINTING BY THE VENDOR	0.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
23153501			

Extended Description :	BRIDGE CLEANING AND PAINTING BY THE VENDOR PER THE PRICING PAGES/E-CATALOG SPREADSHEET
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State of West Virginia
Request For Quotation

Procurement Folder : 492719

Document Description : 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-02	2018-10-17 11:00:00	ARFQ 0803 DOT1900000012	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	Vendor Name, Address and Telephone <i>IPI, INC.</i> <i>6211 FRAME RD</i> <i>ELKVIEW WV 25071</i> <i>304-965-9094</i>
WV 25302	

FOR INFORMATION CONTACT THE
 Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature X *Julia D. Taylor* FEIN # *55-0757422* DATE *10/29/18*

ADDITIONAL INFORMATION:

****NOTICE*****

MAKE SURE YOU DOWNLOAD ALL INFORMATION
 TERMS AND CONDITIONS-SPECIFICATIONS-
 PURCHASING AFFIDAVIT
 -ETHICS-
 PRICING PAGES

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
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-10-10

DOT1900000012	Document Phase Final	Document Description 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Request For Quotation

Procurement Folder : 492719

Document Description : 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-11	2018-10-31 11:00:00	ARFQ 0803 DOT1900000012	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 <i>IPI, INC</i> <i>6211 FRAME RD</i> <i>ELKVIEW WV 25071</i> <i>304 965-9094</i>

FOR INFORMATION CONTACT THE
 Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature X *Jenna D Taylor* FEIN # *55-0757422* DATE *10/29/18*

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

ADDITIONAL INFORMATION:

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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
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-10-10

DOT1900000012	Document Phase Final	Document Description 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



**State of West Virginia
Request For Quotation**

Procurement Folder : 492719

Document Description : 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-30	2018-11-14 11:00:00	ARFQ 0803 DOT1900000012	3	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 <i>IPI, INC</i> <i>6211 Frame Road</i> <i>Elkview WV 25071</i> <i>304 965 9094</i>

FOR INFORMATION CONTACT THE

Dusty J Smith
 (304) 558-9398
 dusty.j.smith@wv.gov

Signature X *Julia D Taylor* FEIN # *55-0757422* DATE *10/29/18*

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

ADDITIONAL INFORMATION:

****NOTICE*****

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 -ETHICS-
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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	

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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
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-10-10

DOT1900000012	Document Phase Final	Document Description 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,

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.

8. Application is made for reciprocal preference.

Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

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: Julia Dawn Taylor

Date: 10/29/18

Title: owner / Sec / Treas / CEO

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

THE WOSB CERTIFICATION
IPI Inc.
By the U.S. Women's Chamber of Commerce®

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Certifier Approval, dated June 30, 2011, and posted at www.sba.gov/wosb.

COMPANY: IPI Inc.

DUNS: 022024082

CERTIFICATION DATE: October 1, 2018 EXPIRATION DATE: October 1, 2019

The U.S. Women's Chamber of Commerce proudly recognizes the above named firm as a Women-Owned Small Business. This firm was certified as a Women-Owned Small Business (WOSB), eligible for the WOSB Program, as set forth in 13 C.F.R., part 127 by the U.S. Women's Chamber of Commerce on October 1, 2018 based on circumstances existing on the date of application, August 9, 2018. This WOSB Certification will automatically expire after one year from the date identified on the certification letter. **The expiration date of this certification is October 1, 2019.**

This WOSB Certification will be effective for one year from the date identified on the certification letter unless there is a change in SBA's regulation that makes the WOSB or EDWOSB ineligible or there is a change in the WOSB or EDWOSB that makes the WOSB or EDWOSB ineligible. If either change occurs, this WOSB Certification is immediately invalid. The WOSB or EDWOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

The WOSB named in this certification must promptly inform the U.S. Women's Chamber of Commerce and SBA of any changed circumstances, including a change in SBA's regulation or a change in the WOSB or EDWOSB, that could make the WOSB or EDWOSB ineligible for the WOSB program or of any intended changes that may affect certification in the future.

Authorized by:



Margot Dorfman, CEO
U.S. Women's Chamber of Commerce

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV028091

Classification:

PAINTING
ROOFING
SIDING

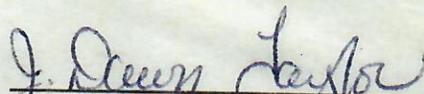
IPI INC
DBA IPI INC
6211 FRAME RD
ELKVIEW, WV 25071

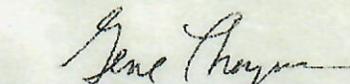
Date Issued

MARCH 28, 2018

Expiration Date

MARCH 28, 2019


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



JOHN A. MYERS
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR

2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

IPI, Inc.
6211 Frame RD
Elkview, WV 25071

JANUARY 29, 2018

Ms. TAYLOR,

THIS IS TO NOTIFY YOU THAT YOUR REQUEST FOR CERTIFICATION AS A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS, HAS BEEN APPROVED ON THE BASIS OF YOUR REPRESENTATIONS THAT THE VENDOR NAMED ABOVE MEETS THE DEFINITION OF A SMALL BUSINESS, A WOMEN-OWNED BUSINESS, OR A MINORITY-OWNED BUSINESS AS SET FORTH IN THE WEST VIRGINIA CODE OF STATE RULES 148-22-1, ET SEQ. THIS CERTIFICATION BECOMES EFFECTIVE:

1/29/2018

AND SHALL AUTOMATICALLY EXPIRE WITHOUT NOTICE TWO YEARS AFTER THE EFFECTIVE DATE UNLESS REVOKED BY THE PURCHASING DIRECTOR OR UPON EXPIRATION PURSUANT TO CSR 148- 22-8. TYPE OF CERTIFICATION:

Women Owned Business *Small Business*

TO MAINTAIN CERTIFICATION WITHOUT LAPSE, A CERTIFIED BUSINESS SHALL APPLY TO RENEW ITS CERTIFICATION AT LEAST 60 DAYS PRIOR TO THE END OF THE TWO-YEAR CERTIFICATION PERIOD. COMPLETE RENEWAL INSTRUCTIONS, RECERTIFICATION FORMS, AND A LIST OF ALL CERTIFIED BUSINESSES ARE AVAILABLE ONLINE AT:

[HTTP://WWW.STATE.WV.US/ADMIN/PURCHASING/VENDORREG.HTML](http://www.state.wv.us/admin/purchasing/vendorreg.html)

IF YOU HAVE QUESTIONS, CONTACT THE PURCHASING DIVISION AT 304-558-2306.

SINCERELY,

Lu Anne Cottrill

ACTING VENDOR REGISTRATION

WV PURCHASING DIVISION

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: IPI, INC.

Authorized Signature: Julia Dawn Taylor Date: 11-5-18

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 5 day of November, 2018.

My Commission expires August 03, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC

Kimberly Ward

Purchasing Affidavit (Revised 01/19/2018)

Addendum #1 ARFQ DOT1900000012

Bridge Cleaning and Painting by the Vendor

Question 1 We are trying to obtain the plans in order to be able to come up with a bid.

Response 1 Per Section 1 of the Contract Specifications, please reference the second paragraph, "NOTE", which explains that this is an open-end contract and that plans or drawings are not available.

Question 2 The E-Catalog is downloadable, this is the first time that I have seen this form, so if you could elaborate on this for me. It lists unit of measurements and there is a blank space for the list price, but there is no actual measurements to go off of.

Response 2 As this being an open-end contract, measurements for projects are not available. The Vendor should price according to each line item.

Comment 1 Please remove the current Instructions to Vendors Submitting Bids (Agency Delegated Procurements Only) and replace with the attached Instructions to Vendors Submitting Bids, West Virginia Division of Highways, Maintenance Division.

Comment 2 Per Section 4.3 Contract award transition, in the Contract Specifications – please replace language references to the "2016/2017" Contracts with language of the "2017/2018" Contracts.

Please modify the Solicitation Closing date to Wednesday, October 31, 2018. The time shall remain unchanged.

AGENCY SOLICITATION NUMBER – ARFQ DOT1900000012
Addendum Number: 1

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.**
- **To replace the Instruction to Vendors and General Terms and Conditions.**
- **Bid Opening date modified.**

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.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

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.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed 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.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: 6619C012 BRIDGE CLEANING AND PAINTING BY THE VENDOR

BUYER: Dusty Smith

SOLICITATION NO.: DOT1900000012

BID OPENING DATE: 10/17/2018

BID OPENING TIME: 11:00am

FAX NUMBER: NA

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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 State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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, if applicable.

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

10. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director 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.”

14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

15. 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.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on
upon award _____ and extends for a period of one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered 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. Unless otherwise specified below, renewal of this Contract is limited to 24 months successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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 within one year of the expiration of this Contract shall be effective for 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 part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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 fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed 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, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. 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 received by 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1(d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

WV Contractor's License

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State 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. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. 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.

17. 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.

18. CANCELLATION: The State 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 Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

20. 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.

21. COMPLIANCE WITH LAWS: 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. 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.

23. 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.

24. 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.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. 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.

27. 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.

28. 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.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

30. 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.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. 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.

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: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: IPI, INC

Contractor's License No.: WV- 028091

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

2. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

2A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Joey Taylor / President OR
(Name, Title)
Dawn Taylor / Sec. Treas
(Printed Name and Title)
6211 Frame Road Elkview, WV 25071
(Address)
304-965-9094 Fax: 304-965-9096
(Phone Number) / (Fax Number)
ipiinc @ wildblue.net
(E-mail address)

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

IPI, INC.
(Company)
Julia D. Taylor Sec./Treas/CEO
(Authorized Signature) (Representative Name, Title)
Julia D. Taylor Sec/Treas/CEO
(Printed Name and Title of Authorized Representative)
10/29/18
(Date)
304-965-9094 Fax 304-965-9096
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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 checked="" 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.
Company

Julia D Taylor
Authorized Signature

10/29/18
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

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.

2.6. **“OSHA”** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: www.osha.gov.

2.7. **“RCRA”** used throughout this Solicitation means Resource Conservation and Recovery Act. Reference: 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.
- 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
- 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/cm². 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.

REQUEST FOR QUOTATION
Bridge Cleaning and Painting by the Vendor

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 WVDOT 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 WVDOT 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 WVDOH 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 WVDOH 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 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:

3.7.1.1 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 to 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.

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- 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: Dawn Taylor
Telephone Number: 304 965 9094
Fax Number: 304 965 9096
Email Address: ipinc@windblue.net

EXHIBIT A – REQUIRED FEDERAL CONTRACT CLAUSES

1. **Equal Employment Opportunity.** For all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, the contractor must comply with the following requirement:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

2. **Davis-Bacon Act and Copeland Anti-Kickback Act.** For all contracts that are governed by the Davis-Bacon Act and the Copeland “Anti-Kickback” Act, the contractor must comply with the following requirements:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan

or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The West Virginia Department of Transportation, Division of Highways shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State

Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3. **Contract Work Hours and Safety Standards Act.** For all contracts in excess of \$100,000, which are governed by federal statutory and regulatory requirements, that involve the employment of mechanics or laborers, the contractor must comply with the following requirements:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4. **Rights to Inventions Made Under a Contract or Agreement.** For all contracts involving a FEMA award that meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the contractor is a small business firm or nonprofit organization and the contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work, the contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA, and specifically, must comply with the following requirements:

Standard Patent Rights

(a) Definitions

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a

machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public

use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable

only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a

business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or

that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants,

and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

(l) Communication

All communications related to this contract provision must be addressed to the WVDOH contact designated in the agency contract.

5. **Clean Air Act and the Federal Water Pollution Control Act.** For all contracts in excess of \$150,000, which are governed by federal statutory and regulatory requirements, the contractor must comply with the following requirements:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the West Virginia Department of Transportation, Division of Highways (the “Division”) and understands and agrees that the Division will, in turn, report each violation as required to assure notification to the (Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the West Virginia Department of Transportation, Division of Highways (the “Division”) and understands and agrees that the Division will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6. **Debarment and Suspension.** For all contracts, which are governed by federal statutory and regulatory requirements and are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension), the contractor must comply with the following requirements:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by West Virginia Department of Transportation, Division of Highways. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to West Virginia Department of Transportation, Division of Highways, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."
7. **Byrd Anti-Lobbying Amendment.** For all contracts in excess of \$100,000, which are governed by federal statutory and regulatory requirements, the contractor must comply with the following requirements:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

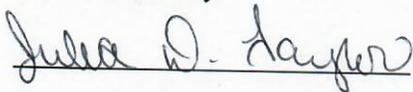
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, __, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor’s Authorized Official

Julia D. Taylor Sec/Treas/CEO

Name and Title of Contractor's Authorized Official

10/29/18

Date"

8. **Procurement of Recovered Materials.** Where the purchase price of the item exceeds \$10,000 or the value of the quantity of acquired by the preceding fiscal year exceeded \$10,000, , which are governed by federal statutory and regulatory requirements which require compliance with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962), the contractor must comply with the following requirements:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

9. **Additional FEMA Requirements.** For all contracts, which are governed by federal statutory and regulatory requirements in general or FEMA contract regulations, specifically, the contractor and its successors, transferees, assignees, and subcontractors must comply with the following requirements:

A. Access to Records.

- (1) The contractor agrees to provide West Virginia Department of Transportation, Division of Highways, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.”

- B. DHS Seal, Logo, and Flags. The contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- C. Compliance with Federal Law, Regulations, and Executive Orders. The contractor hereby acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- D. No Obligation by Federal Government. The contractor hereby acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- E. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIV VERY DAY
	1-01	N/A	23153501	Paint Application Systems	District 1 - Mobilization	LS	1400.00	15
	1-02	N/A	23153501	Paint Application Systems	District 1 - Traffic Control Devices	EA	1.95	15
	1-03	N/A	23153501	Paint Application Systems	District 1 - Electric Arrow	DAY	47.00	15
	1-04	N/A	23153501	Paint Application Systems	District 1 - Temporary Traffic Signal	LS	9500.00	15
	1-05	N/A	23153501	Paint Application Systems	District 1 - Flagger	HOURL	55.00	15
	1-06	N/A	23153501	Paint Application Systems	District 1 - Warning Lights	DAY	4.85	15
	1-07	N/A	23153501	Paint Application Systems	District 1 - Traffic Director	HOURL	68.00	15
	1-08	N/A	23153501	Paint Application Systems	District 1 - Dry-Clean of Deck, Parapets and Expansion Joints	SF	0.78	15
	1-09	N/A	23153501	Paint Application Systems	District 1 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges	SF	1.75	15
	1-10	N/A	23153501	Paint Application Systems	District 1 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
	1-11	N/A	23153501	Paint Application Systems	District 1 - Soluble Salt Remover - CHLORRID, or equal to	SF	0.19	15
	1-12	N/A	23153501	Paint Application Systems	District 1 - Pressure Washing	SF	0.19	15
	1-13	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.45	15
	1-14	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	2.33	15
	1-15	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.45	15
	1-16	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
	1-17	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.70	15
	1-18	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.60	15
	1-19	N/A	23153501	Paint Application Systems	District 1 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.32	15
	1-20	N/A	23153501	Paint Application Systems	District 1 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
	1-21	N/A	23153501	Paint Application Systems	District 1 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.80	15
	1-22	N/A	23153501	Paint Application Systems	District 1 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	1-23	N/A	23153501	Paint Application Systems	District 1 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	9.45	15
	1-24	N/A	23153501	Paint Application Systems	District 1 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	1-25	N/A	23153501	Paint Application Systems	District 1 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	1-26	N/A	23153501	Paint Application Systems	District 1 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	1-27	N/A	23153501	Paint Application Systems	District 1 - Pre-Project Clean Up	SF	0.13	15
	1-28	N/A	23153501	Paint Application Systems	District 1 - Worker Protection - Toxic Metal	LS	400.00	15
	1-29	N/A	23153501	Paint Application Systems	District 1 - Caulking	LF	6.25	15
	1-30	N/A	23153501	Paint Application Systems	District 1 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.88	15
	1-31	N/A	23153501	Paint Application Systems	District 1 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	1-32	N/A	23153501	Paint Application Systems	District 1 - Terminus System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	1-33	N/A	23153501	Paint Application Systems	District 1 - Devlo System Heavy Duty Cleaner - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	1-34	N/A	23153501	Paint Application Systems	District 1 - Devlo System Epoxy Primer - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.45	15
	1-35	N/A	23153501	Paint Application Systems	District 1 - Devlo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.20	15
	1-36	N/A	23153501	Paint Application Systems	District 1 - Wasser Maceous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.20	15
	1-37	N/A	23153501	Paint Application Systems	District 1 - Wasser Maceous System Micozinc Primer - Iron Oxide System MC Micozinc Primer, or equal to	SF	0.22	15
	1-38	N/A	23153501	Paint Application Systems	District 1 - Wasser Maceous System Top Coat - Iron Oxide System MC Micozinc Primer, or equal to	SF	0.35	15
	1-39	N/A	23153501	Paint Application Systems	District 1 - Mahns Coatings Noxyde Primer Plus, or equal to	SF	0.64	15
	1-40	N/A	23153501	Paint Application Systems	District 1 - Single Component Coating application - with material/etc. provided by the WVDOT	SF	0.40	15
	1-41	N/A	23153501	Paint Application Systems	District 1 - Multi Component Coating application - with material/etc. provided by the WVDOT	SF	0.45	15
	2-01	N/A	23153501	Paint Application Systems	District 2 - Mobilization	LS	1400.00	15
	2-02	N/A	23153501	Paint Application Systems	District 2 - Traffic Control Devices	EA	1.95	15
	2-03	N/A	23153501	Paint Application Systems	District 2 - Electric Arrow	DAY	47.00	15
	2-04	N/A	23153501	Paint Application Systems	District 2 - Temporary Traffic Signal	LS	9500.00	15
	2-05	N/A	23153501	Paint Application Systems	District 2 - Flagger	HOURL	55.00	15
	2-06	N/A	23153501	Paint Application Systems	District 2 - Warning Lights	DAY	4.85	15
	2-07	N/A	23153501	Paint Application Systems	District 2 - Traffic Director	HOURL	68.00	15
	2-08	N/A	23153501	Paint Application Systems	District 2 - Dry-Clean of Deck, Parapets and Expansion Joints	SF	0.78	15

EPD, INC

IPI, INC

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER USER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAY
	2-09	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges	SF	1.75	15
	2-10	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
	2-11	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Soluble Salt Removal - CHLORTRID, or equal to	SF	0.19	15
	2-12	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Pressure Washing	SF	2.45	15
	2-13	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
	2-14	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.45	15
	2-15	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	1.20	15
	2-16	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.60	15
	2-17	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.32	15
	2-18	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
	2-19	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.80	15
	2-20	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	2-21	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	9.45	15
	2-22	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	2-23	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	2-24	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Pre-Project Clean Up	SF	0.13	15
	2-25	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Worker Protection - Toxic Metal	LS	400.00	15
	2-26	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Caulking	LF	6.25	15
	2-27	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
	2-28	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	2-29	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Devlo System Epoxy Primer - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.45	15
	2-30	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Devlo System Heavy Duty Cleaner - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.90	15
	2-31	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Devlo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.22	15
	2-32	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Wasser Miceaceous System Miconic Primer - Iron Oxide System MC Miconic Primer, or equal to	SF	0.35	15
	2-33	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Wasser Miceaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	1.35	15
	2-34	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Single Component Coating application - with materials/etc. provided by the WVDON	SF	0.40	15
	2-35	N/A	N/A	N/A	23153501	Paint Application Systems	District 2 - Multi Component Coating application - with materials/etc. provided by the WVDON	SF	0.45	15
	2-36	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Mobilization	LS	1400.00	15
	2-37	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Traffic Control Devices	EA	1.95	15
	2-38	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Electric Arrow	DAY	47.00	15
	2-39	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Temporary Traffic Signal	LS	9500.00	15
	2-40	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Flagger	LS	55.00	15
	2-41	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Warning Lights	DAY	4.85	15
	3-01	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Traffic Director	HOUR	68.00	15
	3-02	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Dry-Clean of Deck, Parapets and Expansion Joints	HOUR	0.78	15
	3-03	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges	SF	1.75	15
	3-04	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
	3-05	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Soluble Salt Removal - CHLORTRID, or equal to	SF	0.19	15
	3-06	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Pressure Washing	SF	2.45	15
	3-07	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
	3-08	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
	3-09	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
	3-10	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.70	15
	3-11	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Power Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	3.30	15
	3-12	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	3-13	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	9.45	15
	3-14	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	3-15	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	3-16	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Pre-Project Clean Up	SF	0.13	15

FPI, INC

VENDOR CUSTOMER CODE	SUPP LIER PART NUM BER	SUPPLIER NAME	MANUFACT URER NAME	MANUFAC TURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELT VERY DAY S
	3-17	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand Tool Cleaning without water washing - 5,001 to 10,000 SF	SF	1.60	15
	3-18	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand Tool Cleaning without water washing - greater than 10,001 SF	SF	1.32	15
	3-19	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
	3-20	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	3.80	15
	3-21	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	3-22	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Commercial Grade Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	9.45	15
	3-23	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	3-24	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	3-25	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Pre-Project Clean Up	SF	0.13	15
	3-26	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Worker Protection - Toxic Metal	LS	400.00	15
	3-27	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Caulking	LF	6.25	15
	3-28	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
	3-29	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	3-30	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Terminus System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	3-31	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Devlo System Heavy Duty Cleaner - Pre Prime System Devprop 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	3-32	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Devlo System Epoxy Primer - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.45	15
	3-33	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Messer Micaeous System Miconic Primer - Iron Oxide System Miconic Primer, or equal to	SF	0.20	15
	3-34	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Messer Micaeous System Miconic Primer - Iron Oxide System MC Miconic Primer, or equal to	SF	0.22	15
	3-35	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Messer Micaeous System Top Coat - Iron Oxide System MC Miconic Primer, or equal to	SF	0.35	15
	3-36	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Single Component Coating application - with materials etc. provided by the WVDCH	SF	0.54	15
	3-37	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Mantis Coatings Noxyde Primer Plus, or equal to	SF	1.35	15
	3-38	N/A	N/A	N/A	23153501	Paint Application Systems	District 3 - Warning Lights	DAY	4.85	15
	3-39	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Traffic Control Devices	LS	1400.00	15
	3-40	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Electric Arrow	EA	1.95	15
	3-41	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Temporary Traffic Signal	DAY	47.00	15
	4-01	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Flagger	LS	9500.00	15
	4-02	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Warning Lights	DAY	55.00	15
	4-03	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Traffic Director	DAY	68.00	15
	4-04	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Dry-Clean of Deck, Parapets and Expansion Joints	EA	1.75	15
	4-05	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges	SF	0.40	15
	4-06	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
	4-07	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Soluble Salt Remover - CHLORRID, or equal to	SF	0.19	15
	4-08	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Pressure Washing	SF	2.45	15
	4-09	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
	4-10	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
	4-11	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
	4-12	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand Tool Cleaning without water washing - 5,001 to 10,000 SF	SF	2.70	15
	4-13	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand Tool Cleaning without water washing - greater than 10,001 SF	SF	1.32	15
	4-14	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
	4-15	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	3.80	15
	4-16	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	4-17	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Commercial Grade Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	9.45	15
	4-18	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	4-19	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Containment Hand Tool/Vacuum Strouded - Power Tool Cleaning	SF	0.10	15
	4-20	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	3.30	15
	4-21	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Power Tool Cleaning without water washing - 5,001 to 10,000 SF	SF	3.80	15
	4-22	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	4-23	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Commercial Grade Power Tool Cleaning without water washing - 0 to 5,000 SF	SF	9.45	15
	4-24	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15

EPE, INC.

VENDOR CUSTOMER CODE	SUPP PLIER PART NUM BER	SUPPLIER NAME	MANUFACT URER NAME	MANUFAC TURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELT VERY DAY S
	4-25	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	4-26	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Pre-Project Clean Up	SF	0.13	15
	4-27	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Worker Protection - Toxic Metal	LS	4000.00	15
	4-28	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Caulking	LF	6.25	15
	4-29	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
	4-30	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Termarust System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	4-31	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Termarust System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	4-32	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Devo System Heavy Duty Cleaner - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	4-33	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Devo System Epoxy Primer - Pre Prime System Devprep 88 Heavy Duty Primer, or equal to	SF	0.45	15
	4-34	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Devo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.90	15
	4-35	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Wasser Micaceous System Prepord Sealer - Iron Oxide System MC Micaceous Primer, or equal to	SF	0.20	15
	4-36	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Wasser Micaceous System Micaceous Primer - Iron Oxide System MC Micaceous Primer, or equal to	SF	0.22	15
	4-37	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Wasser Micaceous System Micozinc Primer - Iron Oxide System MC Micozinc Primer, or equal to	SF	0.35	15
	4-38	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Wasser Micaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.54	15
	4-39	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Mathis Coalings Noxyde Primer Plus, or equal to	SF	1.35	15
	4-40	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Single Component Coating application - with materials: provided by the WVDOT	SF	0.40	15
	4-41	N/A	N/A	N/A	23153501	Paint Application Systems	District 4 - Multi Component Coating application - with materials: provided by the WVDOT	SF	0.45	15
	5-01	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Mobilization	LS	1400.00	15
	5-02	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Traffic Control Devices	EA	1.95	15
	5-03	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Electric Arrow	DAY	47.00	15
	5-04	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Temporary Traffic Signal	LS	9500.00	15
	5-05	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Fagger	hour	55.00	15
	5-06	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Warning Lights	DAY	4.85	15
	5-07	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Traffic Director	hour	68.00	15
	5-08	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Dry-Clean of Deck, Parapets and Expansion Joints	SF	0.78	15
	5-09	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Dry-Clean of Abutments, Piers, Diaphragms and Fanges	SF	1.75	15
	5-10	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Chloride Contamination Test - CHLOR-TEST, or equal to	EA	68.00	15
	5-11	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Soluble Salt Remover - CHLOR-RID, or equal to	SF	0.19	15
	5-12	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Pressure Washing	SF	2.45	15
	5-13	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
	5-14	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
	5-15	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
	5-16	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/ water washing - 0 to 5,000 SF	SF	2.70	15
	5-17	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/ water washing - 5,001 to 10,001 SF	SF	1.60	15
	5-18	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand Tool Cleaning w/ water washing - greater than 10,001 SF	SF	1.32	15
	5-19	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
	5-20	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Power Tool Cleaning w/ water washing - 0 to 5,000 SF	SF	3.80	15
	5-21	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	5-22	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Commercial Grade Power Tool Cleaning w/ water washing - 0 to 5,000 SF	SF	9.45	15
	5-23	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	5-24	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Containment Hand Tool/Vacuum Shrouded - Power Tool Cleaning	DRUM	1350.00	15
	5-25	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Disposal Waste Material from Cleaning Operations	SF	0.13	15
	5-26	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Worker Protection - Toxic Metal	LS	4000.00	15
	5-27	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Worker Protection - Toxic Metal	LF	6.25	15
	5-28	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
	5-29	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Termarust System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	5-30	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Termarust System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	5-31	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Devo System Heavy Duty Cleaner - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	5-32	N/A	N/A	N/A	23153501	Paint Application Systems	District 5 - Devo System Epoxy Primer - Pre Prime System Devprep 88 Heavy Duty Primer, or equal to	SF	0.45	15

VENDOR CUSTOMER CODE	SUPPLIER PART NUM BER	SUPPLIER NAME	MANUFACT URER NAME	MANUFAC TURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELI VERY DAY S
5-33					23153501	Paint Application Systems	District 5 - Devlo System Epoxy Primer - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.46	15
5-34					23153501	Paint Application Systems	District 5 - Devlo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.90	15
5-35					23153501	Paint Application Systems	District 5 - Wasser Maceaceous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.20	15
5-36					23153501	Paint Application Systems	District 5 - Wasser Maceaceous System Mlozincic Primer - Iron Oxide System MC Mlozincic Primer, or equal to	SF	0.22	15
5-37					23153501	Paint Application Systems	District 5 - Wasser Maceaceous System Top Coat - Iron Oxide System MC Mlozincic Primer, or equal to	SF	0.35	15
5-38					23153501	Paint Application Systems	District 5 - Wasser Maceaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.54	15
5-39					23153501	Paint Application Systems	District 5 - Maths Coatings Noxyde Primer Plus, or equal to	SF	1.35	15
5-40					23153501	Paint Application Systems	District 5 - Single Component Coating application - with materials, provided by the WVD0H	SF	0.40	15
5-41					23153501	Paint Application Systems	District 5 - Multi Component Coating application - with materials, provided by the WVD0H	SF	0.45	15
6-01					23153501	Paint Application Systems	District 6 - Mobilization	LS	1400.00	15
6-02					23153501	Paint Application Systems	District 6 - Traffic Control Devices	EA	1.95	15
6-03					23153501	Paint Application Systems	District 6 - Electric Arrow	DAY	47.00	15
6-04					23153501	Paint Application Systems	District 6 - Temporary Traffic Signal	LS	9500.00	15
6-05					23153501	Paint Application Systems	District 6 - Flagger	HOURL	55.00	15
6-06					23153501	Paint Application Systems	District 6 - Warning Lights	DAY	4.85	15
6-07					23153501	Paint Application Systems	District 6 - Traffic Director	HOURL	68.00	15
6-08					23153501	Paint Application Systems	District 6 - Dry-Clean of Deck, Parapets and Expansion Joints	SF	0.78	15
6-09					23153501	Paint Application Systems	District 6 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges - Chloride Contamination Test - CHLORTEST, or equal to	SF	1.75	15
6-10					23153501	Paint Application Systems	District 6 - Soluble Salt Remover - CHLOR-RID, or equal to	EA	68.00	15
6-11					23153501	Paint Application Systems	District 6 - Pressure Washing	SF	0.19	15
6-12					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.45	15
6-13					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	2.33	15
6-14					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.45	15
6-15					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
6-16					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.70	15
6-17					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.60	15
6-18					23153501	Paint Application Systems	District 6 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.32	15
6-19					23153501	Paint Application Systems	District 6 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
6-20					23153501	Paint Application Systems	District 6 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
6-21					23153501	Paint Application Systems	District 6 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	9.45	15
6-22					23153501	Paint Application Systems	District 6 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	0.10	15
6-23					23153501	Paint Application Systems	District 6 - Containment Hand Tool/Vacuum Shrouded - Power Tool Cleaning	SF	0.10	15
6-24					23153501	Paint Application Systems	District 6 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
6-25					23153501	Paint Application Systems	District 6 - Pre-Project Clean Up	LS	0.13	15
6-26					23153501	Paint Application Systems	District 6 - Worker Protection - Toxic Metal	LF	6.25	15
6-27					23153501	Paint Application Systems	District 6 - Worker Protection - Toxic Metal	SF	1.68	15
6-28					23153501	Paint Application Systems	District 6 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	0.60	15
6-29					23153501	Paint Application Systems	District 6 - Termaust System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	1.50	15
6-30					23153501	Paint Application Systems	District 6 - Termaust System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	0.06	15
6-31					23153501	Paint Application Systems	District 6 - Devlo System Heavy Duty Cleaner - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.45	15
6-32					23153501	Paint Application Systems	District 6 - Devlo System Heavy Duty Cleaner - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.90	15
6-33					23153501	Paint Application Systems	District 6 - Devlo System Epoxy Primer - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.20	15
6-34					23153501	Paint Application Systems	District 6 - Devlo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.22	15
6-35					23153501	Paint Application Systems	District 6 - Wasser Maceaceous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.35	15
6-36					23153501	Paint Application Systems	District 6 - Wasser Maceaceous System Mlozincic Primer - Iron Oxide System MC Mlozincic Primer, or equal to	SF	0.54	15
6-37					23153501	Paint Application Systems	District 6 - Wasser Maceaceous System Top Coat - Iron Oxide System MC Mlozincic Primer, or equal to	SF	1.35	15
6-38					23153501	Paint Application Systems	District 6 - Wasser Maceaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.40	15
6-39					23153501	Paint Application Systems	District 6 - Maths Coatings Noxyde Primer Plus, or equal to	SF	1.35	15
6-40					23153501	Paint Application Systems	District 6 - Single Component Coating application - with materials, provided by the WVD0H	SF	0.40	15

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAY
	0-41	N/A	N/A	N/A	23153501	Paint Application Systems	District 6 - Multi Component Coating application - with materials provided by the WVDOT	SF	0.45	15
	7-01	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Mobilization	LS	1400.00	15
	7-02	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Traffic Control Devices	EA	1.95	15
	7-03	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Electric Arrow	DAY	47.00	15
	7-04	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Temporary Traffic Signal	LS	9500.00	15
	7-05	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Flagger	HOURL	55.00	15
	7-06	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Warning Lights	DAY	4.85	15
	7-07	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Traffic Director	HOURL	68.00	15
	7-08	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Dry-Clean of Deck, Parapets and Expansion Joints -	SF	0.78	15
	7-09	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Dry-Clean of Abutments, Piers, Diaphragms and Flanges -	SF	1.75	15
	7-10	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
	7-11	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Soluble Salt Remover - CHLORRID, or equal to	SF	0.19	15
	7-12	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Pressure Washing	SF	2.45	15
	7-13	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
	7-14	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
	7-15	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
	7-16	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.70	15
	7-17	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.60	15
	7-18	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.32	15
	7-19	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	3.30	15
	7-20	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.80	15
	7-21	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
	7-22	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Commercial Grade Power Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	9.45	15
	7-23	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Commercial Grade Power Tool Cleaning w/Pressure washing - 10 to 5,000 SF	SF	0.10	15
	7-24	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
	7-25	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	DRUM	1350.00	15
	7-26	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Disposal Waste Material from Cleaning Operations	SF	0.13	15
	7-27	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Pre-Project Clean Up	LS	400.00	15
	7-28	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Worker Protection - Toxic Metal	LF	6.25	15
	7-29	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.88	15
	7-30	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	7-31	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	7-32	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Devlo System Heavy Duty Cleaner - Pre Prime System Dewprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	7-33	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Devlo System Epoxy Primer - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.45	15
	7-34	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Devlo System Urethane - Pre Prime System Dewthane 359 Urethane, or equal to	SF	0.90	15
	7-35	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Wasser Miceaceous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.20	15
	7-36	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Wasser Miceaceous System Monomastic Primer - Iron Oxide System MC Monomastic Primer, or equal to	SF	0.22	15
	7-37	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Wasser Miceaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.35	15
	7-38	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Mairis Coalings Nonyde Primer Plus, or equal to	SF	0.54	15
	7-39	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Mairis Coalings Nonyde Primer Plus, or equal to	SF	1.35	15
	7-40	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Single Component Coating application - with materials provided by the WVDOT	SF	0.40	15
	7-41	N/A	N/A	N/A	23153501	Paint Application Systems	District 7 - Multi Component Coating application - with materials provided by the WVDOT	SF	0.45	15
	8-01	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Mobilization	LS	1400.00	15
	8-02	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Traffic Control Devices	EA	1.95	15
	8-03	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Electric Arrow	DAY	47.00	15
	8-04	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Temporary Traffic Signal	LS	9500.00	15
	8-05	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Flagger	HOURL	55.00	15
	8-06	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Warning Lights	DAY	4.85	15
	8-07	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Traffic Director	HOURL	68.00	15

VENDOR CUSTOMER CODE	SUPPLIER PART NUM BER	SUPPLIER NAME	MANUFACT URER NAME	MANUFAC TURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELT VERY DAY S
8-08	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Dry-Clean of Deck, Parapets and Expansion Joints	SF	0.78	15
8-09	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Dry-Clean of Aduiments, Piers, Diaphragms and Flanges	SF	1.75	15
8-10	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
8-11	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Soluble Salt Remover - CHLORRID, or equal to	SF	0.19	15
8-12	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Pressure Washing	SF	2.45	15
8-13	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
8-14	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
8-15	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15
8-16	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning whol water washing - 0 to 5,000 SF	SF	2.70	15
8-17	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning whol water washing - 5,001 to 10,000 SF	SF	1.60	15
8-18	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand Tool Cleaning whol water washing - greater than 10,001 SF	SF	1.32	15
8-19	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	3.30	15
8-20	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Power Tool Cleaning whol water washing - 0 to 5,000 SF	SF	3.80	15
8-21	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Commercial Grade Power Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	8.80	15
8-22	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Commercial Grade Power Tool Cleaning whol water washing - 0 to 5,000 SF	SF	9.45	15
8-23	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Containment Hand Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15
8-24	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Containment Hand Tool/Vacuum Shrouded - Power Tool Cleaning	SF	0.10	15
8-25	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
8-26	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Pre-Project Clean Up	SF	0.13	15
8-27	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Worker Protection - Toxic Metal	LS	4000.00	15
8-28	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Caulking	LF	6.25	15
8-29	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
8-30	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
8-31	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Terminus System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
8-32	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Devlo System Heavy Duty Cleaner - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
8-33	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Devlo System Epoxy Primer - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.45	15
8-34	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Devlo System Urethane - Pre Prime System Devthane 359 Urethane, or equal to	SF	0.90	15
8-35	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Wasser Micaeous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.22	15
8-36	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Wasser Micaeous System Micomastic Primer - Iron Oxide System MC Micomastic Primer, or equal to	SF	0.35	15
8-37	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Wasser Micaeous System Micozinc Primer - Iron Oxide System MC Micozinc Primer, or equal to	SF	0.54	15
8-38	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Wasser Micaeous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	1.35	15
8-39	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Mathis Coatings Noxyde Primer Plus, or equal to	SF	0.40	15
8-40	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Single Component Coating application - with materials etc. provided by the WVDON	SF	0.45	15
8-41	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 8 - Multi Component coating application - with materials etc. provided by the WVDON	SF	0.45	15
9-01	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Mobilization	LS	1400.00	15
9-02	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Traffic Control Devices	EA	1.95	15
9-03	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Electric Arrow	DAY	47.00	15
9-04	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Temporary Traffic Signal	LS	9500.00	15
9-05	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Flagger	LS	55.00	15
9-06	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Warning Lights	DAY	4.85	15
9-07	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Traffic Director	HOURL	68.00	15
9-08	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Dry-Clean of Deck, Parapets and Expansion Joints	HOURL	0.78	15
9-09	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Dry-Clean of Aduiments, Piers, Diaphragms and Flanges	SF	1.75	15
9-10	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Chloride Contamination Test - CHLORTEST, or equal to	EA	68.00	15
9-11	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Soluble Salt Remover - CHLORRID, or equal to	SF	0.19	15
9-12	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Pressure Washing	SF	2.45	15
9-13	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/Pressure washing - 0 to 5,000 SF	SF	2.33	15
9-14	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/Pressure washing - 5,001 to 10,000 SF	SF	1.45	15
9-15	N/A	N/A	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/Pressure washing - greater than 10,001 SF	SF	1.20	15

IPI, INC

VENDOR CUSTOMER CODE	SUPPLIER LIER PART NUM BER	MANUFACT URER NAME	MANUFAC TURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELT VERY DAY
	9-16	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/ hot water washing - 0 to 5,000 SF	SF	2.70	15
	9-17	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/ hot water washing - 5,001 to 10,000 SF	SF	1.60	15
	9-18	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand Tool Cleaning w/ hot water washing - greater than 10,001 SF	SF	1.32	15
	9-19	N/A	N/A	23153501	Paint Application Systems	District 9 - Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	3.30	15
	9-20	N/A	N/A	23153501	Paint Application Systems	District 9 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	3.80	15
	9-21	N/A	N/A	23153501	Paint Application Systems	District 9 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	8.80	15
	9-22	N/A	N/A	23153501	Paint Application Systems	District 9 - Containment Hand Tool/Vacuum Shrouded - Power Tool Cleaning	SF	9.45	15
	9-23	N/A	N/A	23153501	Paint Application Systems	District 9 - Containment Hand Tool/Vacuum Shrouded - Power Tool Cleaning	SF	0.10	15
	9-24	N/A	N/A	23153501	Paint Application Systems	District 9 - Disposal Waste Material from Cleaning Operations	DRUM	1350.00	15
	9-25	N/A	N/A	23153501	Paint Application Systems	District 9 - Pre-Protect Clean Up	SF	0.13	15
	9-26	N/A	N/A	23153501	Paint Application Systems	District 9 - Worker Protection - Toxic Metal	LS	400.00	15
	9-27	N/A	N/A	23153501	Paint Application Systems	District 9 - Caulking	LF	6.25	15
	9-28	N/A	N/A	23153501	Paint Application Systems	District 9 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	LF	1.68	15
	9-29	N/A	N/A	23153501	Paint Application Systems	District 9 - Tarnant System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	9-30	N/A	N/A	23153501	Paint Application Systems	District 9 - Tarnant System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	9-31	N/A	N/A	23153501	Paint Application Systems	District 9 - DeVo System Heavy Duty Cleaner - Pre Prime System Bar Rust 231 Epoxy Primer, or equal to	SF	0.06	15
	9-32	N/A	N/A	23153501	Paint Application Systems	District 9 - DeVo System Urethane - Pre Prime System Devprep 88 Heavy Duty Cleaner, or equal to	SF	0.45	15
	9-33	N/A	N/A	23153501	Paint Application Systems	District 9 - Wasser Micaeous System Prepond Sealer - Iron Oxide System Prepond Sealer, or equal to	SF	0.20	15
	9-34	N/A	N/A	23153501	Paint Application Systems	District 9 - Wasser Micaeous System Miconic Primer - Iron Oxide System MC Miconic Primer, or equal to	SF	0.22	15
	9-35	N/A	N/A	23153501	Paint Application Systems	District 9 - Wasser Micaeous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.35	15
	9-36	N/A	N/A	23153501	Paint Application Systems	District 9 - Matris Coatings Noxyde Primer Plus, or equal to	SF	1.35	15
	9-37	N/A	N/A	23153501	Paint Application Systems	District 9 - Single Component Coating application - with materials/etc. provided by the WVDCH	SF	0.40	15
	9-38	N/A	N/A	23153501	Paint Application Systems	District 9 - Multi Component Coating application - with materials/etc. provided by the WVDCH	SF	0.45	15
	9-39	N/A	N/A	23153501	Paint Application Systems	District 10 - Mobilization	LS	1400.00	15
	9-40	N/A	N/A	23153501	Paint Application Systems	District 10 - Traffic Control Devices	EA	1.95	15
	9-41	N/A	N/A	23153501	Paint Application Systems	District 10 - Electric Arrow	DAY	47.00	15
	10-01	N/A	N/A	23153501	Paint Application Systems	District 10 - Temporary Traffic Signal	LS	9500.00	15
	10-02	N/A	N/A	23153501	Paint Application Systems	District 10 - Flagger	DAY	55.00	15
	10-03	N/A	N/A	23153501	Paint Application Systems	District 10 - Warning Lights	DAY	4.85	15
	10-04	N/A	N/A	23153501	Paint Application Systems	District 10 - Traffic Director	DAY	68.00	15
	10-05	N/A	N/A	23153501	Paint Application Systems	District 10 - Dry-Clean of Deck, Parapets and Expansion Joints	EA	0.78	15
	10-06	N/A	N/A	23153501	Paint Application Systems	District 10 - Chloride Contamination Test - CHLORTEST, or equal to	EA	1.75	15
	10-07	N/A	N/A	23153501	Paint Application Systems	District 10 - Soluble Salt Remover - CHLORRID, or equal to	EA	68.00	15
	10-08	N/A	N/A	23153501	Paint Application Systems	District 10 - Pressure Washing	SF	0.19	15
	10-09	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	2.45	15
	10-10	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - 5,001 to 10,000 SF	SF	2.33	15
	10-11	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - greater than 10,001 SF	SF	1.45	15
	10-12	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - greater than 10,001 SF	SF	1.20	15
	10-13	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - greater than 10,001 SF	SF	1.60	15
	10-14	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - greater than 10,001 SF	SF	1.32	15
	10-15	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - greater than 10,001 SF	SF	3.30	15
	10-16	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	3.80	15
	10-17	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	8.80	15
	10-18	N/A	N/A	23153501	Paint Application Systems	District 10 - Hand Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	9.45	15
	10-19	N/A	N/A	23153501	Paint Application Systems	District 10 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	0.10	15
	10-20	N/A	N/A	23153501	Paint Application Systems	District 10 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	0.10	15
	10-21	N/A	N/A	23153501	Paint Application Systems	District 10 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	0.10	15
	10-22	N/A	N/A	23153501	Paint Application Systems	District 10 - Commercial Grade Power Tool Cleaning w/ Pressure washing - 0 to 5,000 SF	SF	0.10	15
	10-23	N/A	N/A	23153501	Paint Application Systems	District 10 - Containment Power Tool Cleaning/Commercial Grade - Power Tool Cleaning	SF	0.10	15

FPI, INC.

VENDOR CUSTOMER CODE	SUPPLIER LIER NUM BER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAY
	10-24	N/A			23153501	Paint Application Systems	District 10 - Containment Hand Tool/Vacuum Stroued - Power Tool Cleaning	SF	0.10	15
	10-25	N/A			23153501	Paint Application Systems	District 10 - Disposal Waste Material from Cleaning Operations -	DRUM	1350.00	15
	10-26	N/A			23153501	Paint Application Systems	District 10 - Pre-Project Clean Up	SF	0.13	15
	10-27	N/A			23153501	Paint Application Systems	District 10 - Worker Protection - Toxic Metal	LS	400.00	15
	10-28	N/A			23153501	Paint Application Systems	District 10 - Caulking	LF	6.25	15
	10-29	N/A			23153501	Paint Application Systems	District 10 - Hand application surcharge - for brush, roller or glove applications with the exception of stripe application	SF	1.68	15
	10-30				23153501	Paint Application Systems	District 10 - Terminus System Penetrant/Sealer - Calcium Sulfonate System 2200 Penetrant/Sealer, or equal to	SF	0.60	15
	10-31				23153501	Paint Application Systems	District 10 - Terminus System Self Priming Topcoat - Calcium Sulfonate System 2100 Self Priming Topcoat, or equal to	SF	1.50	15
	10-32				23153501	Paint Application Systems	District 10 - Devlo System Heavy Duty Cleaner - Pre Prime System Dewprep 88 Heavy Duty Cleaner, or equal to	SF	0.06	15
	10-33				23153501	Paint Application Systems	District 10 - Devlo System Epoxy Primer - Pre Prime System Dewprep 359 Urethane, or equal to	SF	0.45	15
	10-34				23153501	Paint Application Systems	District 10 - Devlo System Urethane - Pre Prime System Dewprep 359 Urethane, or equal to	SF	0.90	15
	10-35				23153501	Paint Application Systems	District 10 - Wasser Micaceous System Monomastic Primer - Iron Oxide System Prepond Sealer, or equal to	SF	0.20	15
	10-36				23153501	Paint Application Systems	District 10 - Wasser Micaceous System Monomastic Primer - Iron Oxide System MC Monomastic Primer, or equal to	SF	0.22	15
	10-37				23153501	Paint Application Systems	District 10 - Wasser Micaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.35	15
	10-38				23153501	Paint Application Systems	District 10 - Wasser Micaceous System Top Coat - Iron Oxide System MC Luster Top Coat, or equal to	SF	0.54	15
	10-39				23153501	Paint Application Systems	District 10 - Mathis Coatings Noxyde Primer Plus, or equal to	SF	1.35	15
	10-40				23153501	Paint Application Systems	District 10 - Single Component Coating application - with materials provided by the WVD/WH	SF	0.40	15
	10-41				23153501	Paint Application Systems	District 10 - Multi Component Coating application - with materials provided by the WVD/WH	SF	0.45	15