

# State of West Virginia Solicitation Response

Proc Folder: 654886

Solicitation Description: ADDENDUM #2 Proc Type: Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-20 14:30:00	SR 0803 ESR12201900000003759	1

VENDOR

000000209611

**IPI INC** 

Solicitation Number: ARFQ 0803 DOT2000000024

Total Bid: \$0.00 Response Date: 2019-12-20 Response Time: 11:12:41

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis (304) 558-9398 tina.l.lewis@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY				

Comm Code	Manufacturer	Specification	Model #
72141107			

**Extended Description:** 

BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY THE VENDOR

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

# West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- **3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- **4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- **6. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- **14.** ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a Revised 9/6/2019

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

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

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

#### **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency 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"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
  - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
  - **2.4.** "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
  - **2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.
  - **2.6.** "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - **2.7. "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 extends for a period ofone	ct becomes effective on _awardyear(s).	and
Revised 9/6/2019	4	

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited totwo successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
<b>5. QUANTITIES:</b> 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.

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One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.
<b>6. PRICING:</b> The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
<b>8. REQUIRED DOCUMENTS:</b> All items checked below must be provided to the Agency by the Vendor as specified below.
☐ <b>BID BOND:</b> All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.
X]WEST VIRGINIA CONTRACTOR'S LICENSE
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.
<b>9. WORKERS' COMPENSATION INSURANCE:</b> The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of . This clause shall in no
may be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

- 12. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- **14. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 15. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.
- **16. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- **20. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 21. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.
- 22. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

- 23. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
- **25.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

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

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

- **30.** LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- **34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- **36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
  - Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - X Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.
- **39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- 43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
  - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
  - b. Solicitation and any documents required by the Solicitation,
  - c. Bid or Proposal,
  - d. Award Document.

#### CERTIFICATION AND SIGNATURE PAGE

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

エPエ, エルC, (Full Company Name)
(Authorized Signature)
T. Dawn Taylor CEO (Print or Type Name and Title
of Signatory) 304-965- 9094
(Phone Number)
304-965-9096 (Fax Number)
ipinc @ wildblue. Net (Email address)
12/19/19
(Date)

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

### 

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 r	received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal repridiscussion held between Vendor's repre	receipt of addenda may be cause for rejection of this bid. It resentation made or assumed to be made during any oral esentatives and any state personnel is not binding. Only the to the specifications by an official addendum is binding.
Full Company Name  J. Dawn Laylor  Authorized Signature	
12/19/19 Date	
NOTE: This addendum acknowledge document processing.	ement should be submitted with the bid to expedite

#### 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 exceed 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: TPI, TNC.
Authorized Signature: Date: 12/20/19
State of
County of Kavaenh, to-wit:
Taken, subscribed, and sworn to before me this 20 day of
My Commission expires 8 Feb 62023, 20
AFFIX SEAL HERE  NOTARY PUBLIC OFFICIAL SEAL ARY PUBLIC  PANDALL KINDER  PANDALL KINDER
RANDALL KINDER State of West Virginia  Purchasing Affidavit (Revised 01/19/2018)

My Commission Expires February 6, 2023 852 Oakwood, Charleston Wy 25314

# Bridge Expansion Joint Cleaning, Prepartion, Repair With Labor by Vendor ATTACHMENT B - Information Form

#### ARQM DOT2000000002 - 6620C014

#### **Base Location:**

The Vendor should identify their base location and any other potential base locations from whand services by the Vendor. The Vendor should provide the 911 address or the most recent and state for the base location(s). If the Vendor fails to provide the base location(s) on the In the Vendor's bid may be disqualified. If additional space is needed for additional base locatic page. This list does not determine sole base locations for a Vendor, but provides a base for

Vendor Base Location:	]
IPI, INC	
6211 Fram	e Road
EIKVIEW	WV 25071
Vendor Base Location:	
Vendor Base Location:	

#### **Counties Bid:**

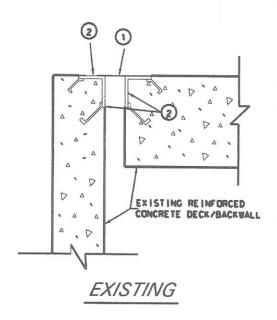
Vendor should indicate the County, Counties or Statewide serviced by the Vendor for lease/re WVDOH by placing an "X" or "√" to the LEFT of the County name(s) or Statewide. If the Ven County or Counties, it will be expected that the Vendor can service Statewide in the State of \

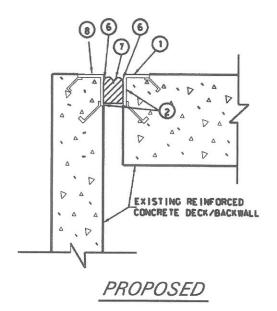
	STATEWIDE				
V	Barbour	1	Kanawha	V	Pocahontas
V	Berkeley	V	Lewis	V	Preston
/	Boone	/	Lincoln	/	Putnam
/	Braxton	1	Logan	1	Raleigh
/	Brooke		McDowell	/	Randolph
/	Cabell	/	Marion	V	Ritchie
/	Calhoun	V	Marshall	1	Roane
V	Clay	V	Mason	1	Summers
:/	Doddridge	/	Mercer	/	Taylor
V	Fayette	/	Mineral	1	Tucker
/	Gilmer	V	Mingo	/	Tyler
1	Grant	V	Monongalia	/	Upshur
V	Greenbrier	V	Monroe	/	Wayne
V	Hampshire	V	Morgan	V	Webster
V	Hancock	V	Nicholas	V	Wetzel
V	Hardy	V	Ohio	1	Wirt
1	Harrison	V	Pendleton	V	Wood
V	Jackson	/	Pleasants	V	Wyoming
V	Jefferson				

## TYPE A JOINT

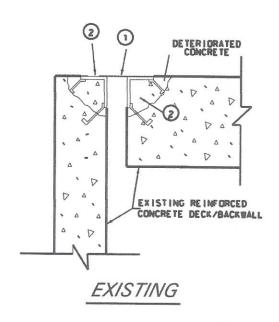
SLIDING PLATE

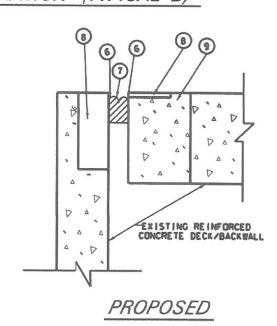
### ORDINARY PREPARATION (TYPICAL A)





# EXTRA-ORDINARY PREPARATION (TYPICAL B)



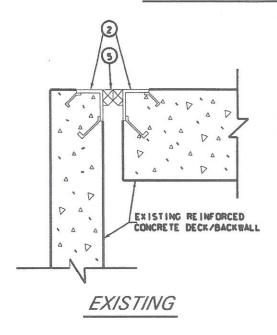


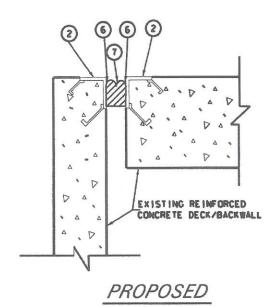
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- (4) CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- 8 POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE B JOINT

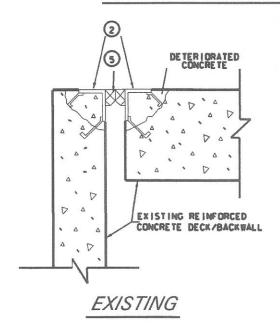
PREFORMED ELASTOMERIC

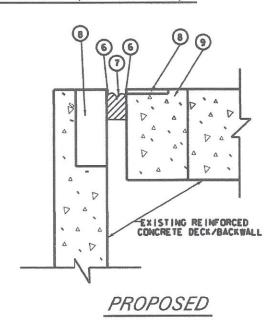
### ORDINARY PREPARATION (TYPICAL C)





### EXTRA-ORDINARY PREPARATION (TYPICAL D)



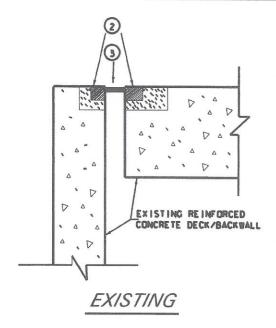


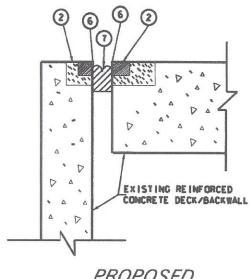
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- (4) CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- 8 POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE C JOINT

STRIP SEAL

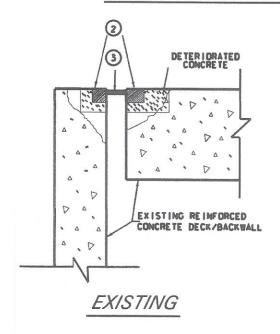
### ORDINARY PREPARATION (TYPICAL E)

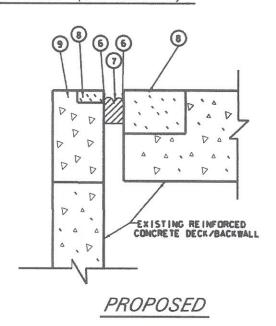




**PROPOSED** 

### EXTRA-ORDINARY PREPARATION (TYPICAL F)





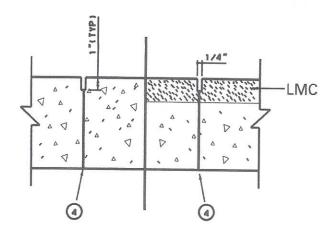
- EXIST. COVER PLATE
- EXIST. JOINT ASSEMBLY
- (4) CONSTRUCTION JOINT
- PREFORMED ELASTOMERIC SEAL
- SILICONE SEAL
- EXPANSION JOINT
- (8) POLYMER NOSING SYSTEM
- NEW CONCRETE

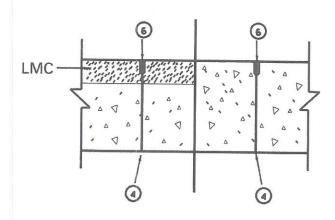


# TYPE D JOINT

SAW & SEAL CONST. JT.

## ORDINARY PREPARATION (TYPICAL G)

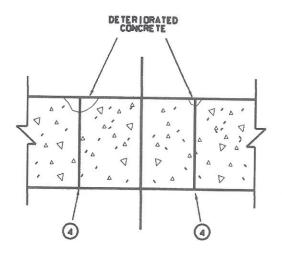




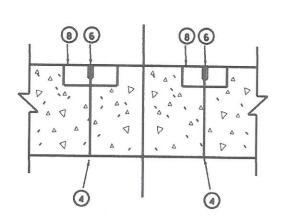
**EXISTING** 

**PROPOSED** 

# EXTRA-ORDINARY PREPARATION (TYPICAL H)



**EXISTING** 



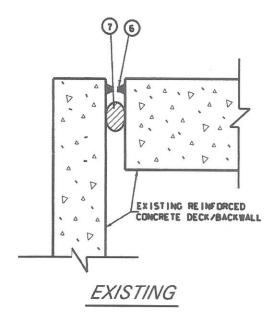
**PROPOSED** 

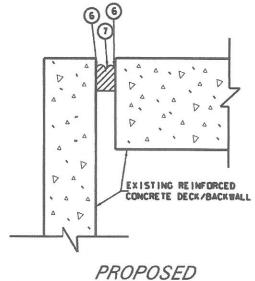
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4 CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

# TYPE E JOINT

SILICONE

## ORDINARY PREPARATION (TYPICAL J)





- EXIST. COVER PLATE
- EXIST. JOINT ASSEMBLY
- STRIP SEAL
- CONSTRUCTION JOINT
- PREFORMED ELASTOMERIC SEAL
- SILICONE SEAL
- EXPANSION JOINT
- POLYMER NOSING SYSTEM
- NEW CONCRETE

IPI/INC

# AGENCY SOLICITATION NUMBER-ARFQ DOT2000000024 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:

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

Description of Modification to Solicitation:

Modify Question Deadline Date Modify Bid Opening Date Attach Specifications

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:

- 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.

# ATTACHMENT A

# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- **3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to result in bid disqualification.
- 6. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

- 7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, or the fee then assessed by said Division, if applicable.
- 9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.
- 13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.
- 14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.
- 15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a Revised 9/6/2019

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency 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"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
  - 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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
  - **2.4. "Award Document"** means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
  - **2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.
  - **2.6. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.7. "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:

X Term Contract		
Initial Contract Term: This Contract I extends for a period ofone	becomes effective on _awardyear(s).	and
Revised 9/6/2019	4	

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30 days prior to the expiration date of the initial contract term or appropriate renewal term. Contract renewal shall be in accordance with the terms and conditions of the original contract Renewal of this Contract is limited totwo successive one (1) year periods of multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed24 months in total. Automatic renewal of this Contract is prohibited.
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.
Other: See attached.
4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. <b>QUANTITIES:</b> 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.
Revised 9/6/2019 5

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.
6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.
7. EMERGENCY PURCHASES: The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
<b>8. REQUIRED DOCUMENTS:</b> All items checked below must be provided to the Agency by the Vendor as specified below.
BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Agency prior to Contract award.
LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.
☐ Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.
X]WEST VIRGINIA CONTRACTOR'S LICENSE
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.
9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

- 12. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- **13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.
- **14. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 15. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.
- 16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 17. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- **20. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 21. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.
- 22. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

- 23. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
- **25.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.
- 28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

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

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

- 30. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 31. ANTITRUST: In submitting a bid to, Document from Agency, the Vendor agrees to Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes an Electronic Funds Transfer (EFT) as well as a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.
- **36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
  - X Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Agency via email to the Agency representative specified by Agency.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- 42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances, if applicable, or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.
- **43.** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:
  - a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
  - b. Solicitation and any documents required by the Solicitation,
  - c. Bid or Proposal,
  - d. Award Document.

#### CERTIFICATION AND SIGNATURE PAGE

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

IPI, PNC.	
(Full Company Name)	
(Authorized Signature)	
T. DAWN TAYOR CEO (Print or Type Name and Title	
304-965-909 N	
(Phone Number)	
304-965-9896	
(Fax Number)	
(Email address)	
12/19/19	
(Date)	

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

TPI

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARRQ OF 2000000034

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.

necessary revisions to my proposar, pr	ans and/or specification, etc.
Addendum Numbers Received: (Check the box next to each addendum	n received)
Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
further understand that any verbal rep discussion held between Vendor's repr	e receipt of addenda may be cause for rejection of this bid. I presentation made or assumed to be made during any oral resentatives and any state personnel is not binding. Only the ed to the specifications by an official addendum is binding.
IPI, INC Full Company Name	
Dawn Laylor Anthorized Signature	
12/19/19 Date	
NOTE: This addendum acknowledg document processing.	gement should be submitted with the bid to expedite

#### **SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Bridge Expansion Joint Cleaning, Preparation and Repair by the Vendor using various products, systems and methods for maintenance to bridge expansion joints at locations throughout the State of WV.

The WVDOH will <u>not</u> consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

- 2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them for the purpose of this Solicitation. 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 3.
  - **2.2 "Pricing Pages"** means schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A 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 that is published by the West Virginia Division of Highways.
  - 2.4 "WVDOH" means West Virginia Division of Highways.
  - **2.5** "SSPC" means Society for Protective Coatings Council Technology Guides. Reference: www.sspc.org.
  - **2.6** "OSHA" Occupational Safety and Health Administration. Reference: <a href="https://www.osha.gov">www.osha.gov</a>
  - **2.7** "RCRA" means Resource Conservation and Recovery Act. Reference: <a href="https://www.epa.gov/rcra">www.epa.gov/rcra</a>
    - **2.7.1 "RCRA 8 Regulated Metals"** refers to Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver and in accordance with Resource Conservation and Recovery Act: www.epa.gov/rcra.
  - **2.8** "ASTM" or "ASTM" means American Society for Testing and Materials International. Reference: www.astm.org

- 2.9 "MP" means Material Procedure, issued by WVDOH, Materials Control, Soils and Testing Division, Materials website. Reference:

  www.transportation.wv.gov/highways/mcst/Pages/default.aspx
- **2.10 "Contractor"** or "**Vendor"** 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.
- **2.11 "Standard Specs"** means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as modified by all subsequent Supplemental Specifications.
- **2.12 "AASHTO"** means American Association of State Highway and Transportation Officials.

#### 3. GENERAL REQUIREMENTS:

**3.1 Specifications:** The following **Standard Specs Sections** shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as applicable.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00) for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attached Standard Specifications Order Form and send to:

West Virginia Division of Highways Contract Administration Building 5, Room 840 1900 Kanawha Boulevard, East Charleston, West Virginia 25305

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

3.2 Paint Testing Prior to Cleaning, Preparation and Repair: On structures where paint will be removed in the joint area and/or paint chips and debris are present on the abutment seats and/or pier caps below a joint to be repaired, the WVDOH District shall obtain a sample of the paint chips for testing for the presence of Copper, Magnesium, Manganese and the RCRA 8 Metals. Analysis of the paint chip sample tested, whether hazardous or non-hazardous, shall be identified on the Delivery Order issued to the Vendor at the time of needed cleaning, preparation and repair of a joint. If no paint is to

be removed during joint repair and there are no paint chips, but debris is present on the abutment seats and/or pier caps below a joint to be repaired, the Delivery Order shall state that the debris is non-hazardous.

- 3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. As per Section 8, all successful Vendors <a href="mailto:shall">shall</a> furnish proof of a WV General Contractor's License and all Required Documents per the "General Terms and Conditions" prior to a contract being awarded to that Vendor.
  - 3.3.1 Mobilization: Mobilization shall follow the Standard Specs including but not limited to Section 204 and shall consist of the performance of preparatory operations, including the movement of personnel and equipment to the project site and for the establishment of any facilities necessary to begin work. The project site location shall be provided on the WVDOH written Delivery Order. The Vendor shall provide a lump sum per truck/driver as indicated on the Pricing Pages.
  - **3.3.2 Maintaining Traffic:** Traffic shall be maintained in accordance with **Section 636** of the Standard Specs and shall include any of the items below as requested by WVDOH on the Delivery Order:
    - 3.3.2.1 Traffic Control Devices
    - 3.3.2.2 Electric Arrow
    - 3.3.2.3 Temporary Traffic Signal
    - **3.3.2.4 Flagger**
    - 3.3.2.5 Warning Lights
    - 3.3.2.6 Traffic Directors
  - 3.3.3 Dry-Clean: Prior to the contractor beginning joint preparation, the contractor shall Dry-Clean, consisting of cleaning by dry methods, such as, but not limited to, the use of brooms, brushes, shovels, wheelbarrows, buckets, or vacuums, all loose dirt and debris, as directed by the WVDOH Engineer/designee, from the abutment seats, pier caps, diaphragms, flanges, bridge deck, parapets and expansion joints. Dirt and debris shall be disposed of as specified in Section 3.4.4 of the contract specifications, except the pre-construction dirt and debris from the bridge deck, parapets and expansion joints collected shall be redistributed by the Contractor along the roadway shoulder as directed by the WVDOH Engineer/designee.
  - **3.3.4 Expansion Joint SYSTEMS and Products:** The requested brand of systems and products identified on each Contract Item are for use in Ordinary Joint and

Extraordinary Joint Repairs as described and identified in Type A, B, C, D and E Joints, see Appendix A. Vendors may bid "equal to systems" which shall be for use in Ordinary Joint and Extraordinary Joint Repairs as described and identified in Type A, B, C, D and E Joints. If the Vendor is proposing an "equal" system or product, the Vendor SHALL provide the manufacturer's name and manufacturer's part name/model/product type, on the Pricing Page and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. Any system and/or product being bid by the Vendor shall meet or exceed the following manufacturer specifications:

**3.3.4.1. BEJS-Bridge Expansion Joint SYSTEM or "equal"**: All "equal" components making up an "equal" system shall meet and/or exceed all physical properties of the requested items and their components:

3.3.4.1.1 EMSEAL EMCRETE® Polyurethane - NOSING or "equal": Emcrete polyurethane nosing or "equal" shall be a two-component fast curing polyurethane resin mixed with sand and chopped fiberglass that cures to a durable, flexible, weather and high-impact resistant elastomeric concrete. The EMCRETE system or "equal" shall be sold by the kit unit which includes Parts A & B, EMPRIME, Sand and Fiber. This polyurethane material or "equal" shall meet and/or exceed the following physical properties:

#### Cure:

To accept traffic in one hour, shall cure at a substrate temperature of 70°F. Mixed Polyurethane WITH Sand and Chopped Fiberglass:

	11	8
Compressive Strength:	1500 psi min.	<b>ASTM D 695</b>
Adhesion (primed concrete):	413 psi min.	<b>ASTM D 7234</b>
Adhesion (primed steel):	492 psi min.	<b>ASTM D 7234</b>
Adhesion (primed galv steel)	: 417 psi min.	<b>ASTM D 7234</b>
Tensile Strength: 20% min.	651 psi	<b>ASTM D 412</b>
Hardness (Shore D):	57	<b>ASTM D 2240</b>
Hardness (Shore A):	98	<b>ASTM D 2240</b>
Viscosity @ 50 rpm (mixed i	resin) 1560cp	<b>ASTM D 4847</b>

Impact Testing – Ball Drop\*: No Failure ASTM D 3029-95 @ 69° F No Failure ASTM D 3029-95 @ -4° F

3.3.4.1.2 EMSEAL BEJS Joint SYSTEM® or "equal": BEJS Joint system shall be comprised of a pre-compressed, silicone-and-foam hybrid installed into field applied epoxy adhesive

<sup>\*1</sup> pound steel ball dropped onto 3/8 inch thick x 2 3/4 inch dia.

(manufacturer supplied with BEJS joint) on the joint faces (excluding BEJS-ON-A-REEL); with the silicone bellows locked to the joint faces with a silicone sealant band (manufacturer supplied with BEJS joint) or "equal". The foam shall be a microsphere-modified, 100% acrylic impregnation infused into the cellular foam base material. BEJS joint material or "equal" shall be supplied in straight 6.56 feet sticks, 12 foot reels, Universal-90 Termination or "equal", Universal-90 Transition or "equal", and Kickout Termination or "equal". This BEJS joint system or "equal" shall be provided by the Vendor at the width size ranges identified on the Pricing Page and shall meet and/or exceed the following physical properties:

#### Typical Physical Properties of BEJS Foam

Base Material: Cellular, high density, polyurethane foam Impregnation: Proprietary, modified, water-based, acrylic Temp Service Range: High 185° F, Low -41° F ASTM C711

UV Resistance: Resistance to Aging: No Change @ 2000 hours ASTM G155-00A No Change @ 2000 hours ASTM G155-00A

Bleeding: -40°F to 180°F

No bleeding compressed min of claimed

movement i.e. -50% of nominal size when heated simultaneously to 180°F

3 hours

Compression Set: Materials recovers to +50% of nominal size in 24 hours of compression to -50% and heated simultaneously to 180° for 3 hours

#### Typical Physical Properties of Silicone Coating

Color:

Black

Percent Solids:

96 minimum

Specific Gravity: 1.26 - 1.34

Following Test Conducted on Sealant Cured After 21 Days at 77°F and 50% RH:

Elongation:

1400% min

Joint Modulus @ 50% Elongation: 7 psi Joint Modulus @ 100% Elongation: 8 psi

Joint Modulus @ 150% Elongation: 9 psi

Adhesion to Concrete, min % Elongation: +600% Adhesion to Asphalt, min % Elongation: +600%

Joint Movement: +100/-50 %, 10 Cycles

Weatherability: Unaffected by Climatic Extremes

Flexibility: Cured Sealants Stay Rubbery from -50° to 300°F

- 3.3.4.2 SILSPEC® SES Expansion Joint SYSTEM or "equal": All "equal" components making up an "equal" system shall meet and/or exceed all physical properties of the requested items and their components:
  - 3.3.4.2.1 SSI Silspec® 900 Polymer NOSING or "equal": This polymer material or "equal" shall be a three-component rapid curing liquid polymer that cures to a dense, semi-flexible, weather, abrasion and impact resistant polymer mortar. The Silspec® 900 system or "equal" shall be sold by the kit unit which is comprised of three-components, a polymer resin, curing agent and engineered blend of graded aggregates. This polymer material or "equal" shall meet and/or exceed the following physical properties:

#### Cure:

To accept traffic in four hours, shall cure at a substrate temperature of 70°F. Shelf Life: Unopened shall be two years when stored between 50°F and 90°F.

#### Mixed Polymer WITHOUT Aggregate:

Mixing Ratio: 1:1 by Volume

Color:Black

Tensile Strength: 2000 psi min. ASTM D 638\* Elongation at Break: 45% min. ASTM D 638\* Shore D Hardness: 65-75 at 77°F ASTM D 2240 Gel Time: 15-25 minutes AASHTO M 200

\*Molded Specimens, 0.25 in Thickness

#### Mixed Polymer WITH Aggregate:

Compressive Strength: 3000 psi min. ASTM C 579

Method B @ 24 hr.

Bond Strength: 2000 psi min. ASTM C 882

Abrasion Resistance: 1.0 max. ASTM C 501, Taber H22 Aggregate: Supplied by Vendor shall be well-graded, clean and dry.

3.3.4.2.2 SILSPEC® SES Expansion Joint SEAL or "equal": The SES Seal is comprised of a pre-compressed, silicone-and-foam hybrid installed into field applied epoxy adhesive (manufacturer supplied with SES joint) on the joint faces (excluding SES-ON-A-REEL); with the silicone bellows locked to the joint faces with a silicone sealant band (manufacturer supplied with SES joint) or "equal". The foam is a microsphere-modified, 100% acrylic impregnation infused into the cellular foam base material. SES joint material or

#### REQUEST FOR QUOTATION

#### Bridge Expansion Joint Cleaning, Preparation and Repair By the Vendor

"equal" shall be supplied in straight 6.56 feet sticks, 12 foot reels, Universal-90 Termination or "equal", Universal-90 Transition or "equal", and Kickout Termination or "equal". This SES Seal joint system or "equal" shall be at the width size ranges identified on the Pricing Page and shall meet and/or exceed the following physical properties:

#### Typical Physical Properties of SES Foam

Base Material: Cellular, high density, polyurethane foam Impregnation: Proprietary, modified, water-based, acrylic

Temp Service Range: High 185° F, Low -40° F ASTM C711

UV Resistance: No Change @ 2000 hours ASTM G155-00A

Resistance to Aging: No Change @ 2000 hours ASTM G155-00A

Bleeding: -40°F to 180°F No bleeding compressed min of claimed

movement i.e. -50% of nominal size when heated simultaneously

to 180°F 3 hours

Compression Set: Materials recovers to +50% of nominal size in 24 hours of compression to -50% and heated simultaneously to 180° for 3 hours

#### Typical Physical Properties of Silicone Coating

Color: Black

Percent Solids: 96 minimum

Specific Gravity: 1.26 - 1.34

Following Test Conducted on Sealant Cured After 21 Days at 77°F and

50% RH

Elongation: 1400% min

Joint Modulus @, 50% Elongation: 7 psi

Joint Modulus @ 100% Elongation: 8 psi

Joint Modulus @ 150% Elongation: 9 psi

Adhesion to Concrete, min % Elongation: +600%

Adhesion to Asphalt, min % Elongation: +600%

Joint Movement: +100/-50 %, 10 Cycles, No Failures

Weatherability: Unaffected by Climatic Extremes

Flexibility: Cured Sealants Stay Rubbery from -50° to 300°F.

# **3.3.5 Joint Preparation and Repair:** Ordinary Joint and Extraordinary Joint Preparation and Repair described in Type A, B, C, D and E Joints and identified as "Typical A thru J" drawings and details, **see Appendix A**. At the time of need, the WVDOH will issue a Delivery Order to the Vendor requesting the joint preparation and/or repair methods below:

#### 3.3.5.1 Ordinary Joint Preparation:

- **3.3.5.1.1 Type A Joint (Sliding Plate):** Remove cover portion of sliding plate joint assembly (see Typical A). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually per linear foot.
- **3.3.5.1.2 Type B Joint (Preformed Elastomeric):** Completely remove existing elastomeric seal material (see Typical C). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually per linear foot.
- **3.3.5.1.3 Type C Joint (Strip Seal):** Completely remove existing strip seal material (see Typical E). Ordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually per linear foot.
- 3.3.5.1.4 Type D Joint (Saw & Seal Construction Joint): Saw, re-saw and/or clean 1" deep by 1/4" wide grove (see Typical G). Ordinary joint preparation will be measured by the liner foot. Each side of the joint shall be measured and paid individually per linear foot.
- 3.3.5.1.5 Type E Joint (Silicone): Completely remove existing joint seal material (see Typical J). Ordinary joint preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured and paid individually per linear foot.

#### 3.3.5.2 Extraordinary Joint Preparation:

**3.3.5.2.1 Type A Joint (Sliding Plate):** Remove cover portion of sliding plate joint assembly (see Typical B). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured by the linear foot and paid individually per cubic foot. Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or back wall.

#### 3.3.5.2.1.1 Preparation Less than 0.25 Cubic Feet

#### 3.3.5.2.1.2 Preparation Greater than 0.25 Cubic Feet

- **3.3.5.2.2 Type B Joint (Preformed Elastomeric):** Completely remove existing elastomeric seal material (see Typical D). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured by the linear foot and paid individually per cubic foot. Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or back wall.
  - 3.3.5.2.2.1 Preparation Less than 0.25 Cubic Feet
  - 3.3.5.2.2.2 Preparation Greater than 0.25 Cubic Feet
- 3.3.5.2.3 Type C Joint (Strip Seal): Completely remove existing strip seal material (see Typical F). Extraordinary joint repair preparation will be measured by the linear foot parallel to the center line of the joint. Each side of the joint shall be measured by the linear foot and paid individually per cubic foot. Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or back wall.
  - 3.3.5.2.3.1 Preparation Less than 0.25 Cubic Feet
  - 3.3.5.2.3.2 Preparation Greater than 0.25 Cubic Feet
- 3.3.5.2.4 Type D Joint (Saw & Seal Construction Joint): Saw, re-saw and/or clean 1" deep by 1/4" wide grove (see Typical G). Extraordinary joint preparation will be measured by the liner foot. Each side of the joint shall be measured by the linear foot and paid individually per cubic foot. Remove damaged joint assembly and/or deteriorated concrete from bridge deck and/or back wall.
  - 3.3.5.2.4.1 Preparation Less than 0.25 Cubic Feet
  - 3.3.5.2.4.2 Preparation Greater than 0.25 Cubic Feet
- 3.3.5.3 Structural Concrete Repair (Class B or Class K) Structural Concrete Repair of Bridge Deck and/or back wall (see Typical B, D or F): Prepare contact surfaces and exposed reinforced steel by cleaning and abrasive blasting. Repair and/or replace reinforcing steel as directed by the WVDOH Engineer/designee. Form, place and cure structural concrete in

accordance with **Section 601** of the Standard Specs. <u>Concrete shall be furnished by the WVDOH</u>. Structural concrete repair will be measured in cubic yards, completed in place, as determined by actual field dimensions taken prior to placement of the concrete. No deduction will be made to the 1 ½" deep x 3 ½ wide notch for the polymer nosing material.

3.3.5.4 Material and Installation of Emseal Emcrete®, SSI Silspec® 900

Nosing or "equal" to products refer to Section 3.3.4.2.1 and Section
3.3.4.2.2 and Appendix A, Typical A, B, D, F or H.

**Installing the Nosing System:** Contractor shall prepare all contact faces by abrasive blasting and priming, and form, place and cure the approved Nosing System in accordance with manufacturer's recommendations and refer to manufacturer's complete technical data details. Installation of the Nosing System will be measured by the pre-packaged whole kit unit, as indicated by item numbers in the pricing pages:

- **3.3.5.4.1** Emcrete® or "equal" shall equal 596 cubic inches (0.345 cubic feet).
- **3.3.5.4.2** Silspec® 900 or "equal" shall equal 864 cubic inches (0.50 cubic feet).
- 3.3.5.5 Material and Installation of BEJS and SES Joint or "equal": Install the BEJS, SES "equal" joint (see Typical A, B, C, D, E, F, G, H or J). Prepare all contact faces by abrasive blasting and priming. Place and cure approved BEJS, SES or "equal" joint in accordance with manufacturer's recommendations. Installation of BEJS, SES or "equal" joint will be measured by the linear foot along the centerline of the joint.
  - 3.3.5.5.1 Installation of BEJS, SES joint or "equal": Joint width up to and including 11/4 inch.
  - **3.3.5.5.2 Installation of BEJS, SES joint or "equal":** Joint width greater than 1¼ inch up to and including 2 inches.
  - **3.3.5.5.3 Installation of BEJS, SES joint or "equal":** Joint width greater than 2 inches up to and including 3 inches.
  - **3.3.5.5.4 Installation of BEJS, SES joint or "equal":** Joint width greater than 3 inches up to and including 4 inches.

- 3.3.5.6 WVDOH Supplied Joint Materials: Joint Material supplied by the WVDOH for installation by the contractor in lieu of the materials specified in Section 3.3.4 of the contract specifications for use in Typical A, B, C, D, E, F, G, H or J, see Appendix A. Prepare all contact faces and install in accordance with manufacturer's recommendations. Installation of joint material will be measured by the linear foot along the centerline of the joint.
- **3.3.6 Worker Protection:** Worker protection items such as change areas, protective clothing, respirator, etc. shall meet the requirements of OSHA 29 CRF 1926.62. The pay quantity shall be lump sum.
- 3.3.7 Post Project Clean-Up: After installation of joint seal(s) and before the project is accepted as complete by the WVDOH Engineer/designee, all abutment seats, pier caps, concrete slope protection, etc., shall be cleaned, as directed by the WVDOH Engineer/designee, by dry-clean methods as described in Section 3.3.3 of the contract specifications, of all fugitive material and debris associated with performance of the contract. All fugitive material and debris must be removed and properly disposed of by the Vendor. Post Project Clean-Up shall be at the Contractor's expense and shall be at no cost to the Agency. The project site must be left in a neat and clean condition, meeting with the WVDOH Engineer's approval. Disposal shall be as follows:
  - **3.3.7.1 Post Disposal of Non-Hazardous:** If the Delivery Order states that the waste material is non-hazardous, the waste material from the cleaning operations shall be collected, properly containerized, labeled and disposed of as non-hazardous waste by the Vendor in accordance with local, state and federal regulations. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer.
  - **3.3.7.2 Post Disposal of Hazardous:** If the Delivery Order states that the waste material is hazardous, the waste material from the cleaning operations shall be collected, properly containerized, labeled and disposed of as hazardous waste by the Vendor in accordance with local, state and federal regulations. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer.

#### 3.4 Environmental Protection:

3.4.1 The Contractor shall provide a containment/disposal control plan for each Delivery Order in accordance with standard MP 688.03.20 and MP601.13.3.7.1 and with any applicable SSPC, ASTM, AASHTO, WVDOH standards. The specific pollution control system which is proposed for the complete capture.

- containment, collection and disposal of the waste material generated by the cleaning operations shall be included in the plan.
- **3.4.2** The Contractor shall abide by **Standard Specs Sections** to include but not limited to 688.4.2.3 and 688.5, except as follows:
  - 3.4.2.1 Containment for all abrasive blasting operations shall be Class 4A in accordance with the current revision of SSPC Guide 6 (except no overhead encapsulation is required above deck level). Containment for all other operations not requiring abrasive blasting shall consist of ground covers and/or free-hanging tarpaulins. During all operations, the Contractor shall protect the environment (water, soil and vegetation), private property, pedestrian, vehicular and other traffic on, underneath and adjacent to the structure from fugitive material. Containment shall be in accordance with the current revision of SSPC Guide 6 at the time of bid opening.
- 3.4.3 During cleaning operations, the Contractor shall protect the ends of the girders, stringers, diaphragm, etc. about the expansion joint and if any damage is found by the WVDOH Engineer/designee to these bridge elements as a result of the cleaning operations, the Contractor shall repair the damaged bridge elements to the satisfaction of the WVDOH Engineer, at the Contractor's expense. During this process, if any coating is removed and the Delivery Order has stated that the material is non-hazardous, then the Contractor shall test the waste material for Copper, Magnesium, Manganese and the RCRA 8 Metals. If the test for hazardous metals is positive, then the Contractor shall dispose of the waste material as hazardous waste. The cost for testing and additional cost for hazardous waste disposal shall be at the Contractor's expense.
- **3.4.4 Project Waste Material and Disposal:** This disposal shall include all dry-cleaning operations and all abrasive blasting operations.
  - **3.4.4.1 Disposal of Non-Hazardous:** If the Delivery Order states that any waste material is non-hazardous, the waste material from the cleaning operations shall be collected, properly containerized, labeled and disposed of as non-hazardous waste by the Vendor in accordance with local, state and federal regulations. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer. The pay quantity for the disposal of non-hazardous waste materials, including partial drums, shall be per drum.
  - **3.4.4.2 Disposal of Hazardous:** If the Delivery Order states that any waste material is hazardous, the waste material from the cleaning operations shall be collected, properly containerized, labeled and disposed of as

hazardous waste by the Vendor in accordance with local, state and federal regulations. A copy of the land-fill disposal receipt shall be given to the WVDOH Engineer. The pay quantity for the disposal of hazardous waste materials, including partial drums, shall be per drum.

3.5 Product Training Criteria: By the Vendor's arrangement, a representative of the product manufacturer of the items awarded on this contract shall attend and provide guidance to the Vendor's installation crews upon the initial installation of any product on this contract. The Vendor shall provide documentation to the WVDOH Engineer/designee that the installation crews have been trained according to the manufacturer's instructions for installation of any product awarded on this contract.

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items listed on the Pricing Pages at the same price per all County sourced by the Vendor, marked on the Information Form. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 4.2 ATTACHMENT A Pricing Pages/Catalog: Vendor should complete the Pricing Pages by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formulas or any type of Excel calculations into the Columns, only enter the actual bid price, per each Contract Item, 2) Supplier Name shall identify the name of the supplier of an "equal" bid item, 3) Manufacturer Name, Model Number and Part Number shall identify if the Vendor an "equal" bid item proposed by the Vendor, 4) List Price shall identify the Vendor's unit prices per Contract Items bid. Vendors may bid any or all items on the Pricing Pages. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

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

Vendors may bid any or all Counties in **ATTACHMENT B. Pricing shall be considered the same for all WV counties.** 

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

If the Vendor is proposing an "equal" item, the Vendor <u>shall</u> provide the supplier's name, manufacturer's name and manufacturer's part number, where applicable, on the

Pricing Page and should attach any additional product documentation, such as specifications, physical properties, with their bid packet. 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 WVDOH at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid on the Pricing Pages 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.

The WVDOH, at its own discretion, shall determine equivalency for an "equal" item that is bid. The WVDOH may contact the Vendor submitting an "equal" item if additional information is needed to determine equivalency.

NOTE: On the Pricing Pages, if the Vendor does not indicate a proposed "equal" Supplier Name, Manufacturer Name, Manufacturer Part Number is provided, the WVDOH will expect that the Vendor is providing the brand products in Section 3. All areas of the Pricing Pages should be completed by the Vendor.

The Pricing Pages 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 to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages and Information Form Attachments for bid purposes by sending an email request to the following address: <a href="mailto:Kristy.E.James@wv.gov">Kristy.E.James@wv.gov</a>

4.3 ATTACHMENT B - Information Form shall be completed by the Vendor to identify the Vendor's Base of Operation Location(s) materials for Repair. The Vendor shall provide the 911 address or the most recent <a href="mailto:physical">physical</a> street address, city and state, for Base Locations. <a href="mailto:If the Vendor fails to provide the Location information and service areas by either County(s) or Statewide as requested, the Vendor's bid will be disqualified.

If a Vendor will be sourcing multiple base Locations for providing goods and services for more than one County from the Locations listed on the Information Form Attachment B, calculation for mobilization shall be from the Location in closest proximity to the project. Vendor Prices shall be considered the same for all Counties.

NOTE: On the Information Form, the Vendor must indicate the counties that the Vendor will be providing goods and services by marking the box adjacent to the county name. If the Vendor will be providing goods and services Statewide, the Vendor should check the "Statewide box. The Information Form shall be completed by the Vendor.

5. **DETERMINING LOW BID PER PROJECT:** Cleaning, preparation and repair of a joint on a bridge or pair of bridges (opposite structures on multi-lane highways) may be designated as an individual project. To determine the low-bid Vendor per individual project, the WVDOH Engineer/designee will calculate the lowest overall total cost of the Contract Items required for the project. This may include all components of a System or only the needed components of a System.

#### 6. ORDERING AND PAYMENT:

- 6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to 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, as well as Electronic Funds Transfer as methods to process payment for goods and services. It is preferred that the Vendor accept either the State of West Virginia's Purchasing Card or Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.
- **6.3** 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 Contract expiring October 14, 2019 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 Contract expiring October 14, 2019 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 Contract expiring October 14, 2019 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.

#### 7. PROJECT ACCEPTANCE DELIVERY AND RETURN:

- 7.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any WVDOH Delivery Orders and any Delivery Order revisions that the WVDOH sends to the Vendor. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor, or proceed with an Emergency Purchase from the open market.
- **7.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. Work on the project shall be continuous unless approved in writing by the WVDOH Engineer/designee. Written acknowledgment is required by the Vendor, as per <u>Section 7.1</u>.
- **7.3 Delivery Time:** Vendor shall begin and complete standard and Emergency orders according to the WVDOH timeframe and due dates on the WVDOH Delivery Order. All work shall be completed within the time frame specified on the Delivery Order, except as approved in writing by the WVDOH Engineer/designee.

The work shall be scheduled by the WVDOH and the Vendor shall work in an efficient manner in order to keep traffic delay to a minimum and traffic must be adequately and safely accommodated.

Vendor shall deliver standard and emergency goods and service orders within the accepted timeframe and due dates written on the Delivery Order by WVDOH. Vendor shall ship all goods or services in accordance with the dates assigned to each project per the Delivery Order and shall not hold any order until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

7.4 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH Engineer/designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, the Vendor or the general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH Engineer/designee shall determine when work shall commence.

NOTE: All revisions for a project's start and end dates or timeframe SHALL be sent in writing by the WVDOH and SHALL be receipt-acknowledged in writing by the Vendor, as per Section 7.1.

- 7.5 Late Delivery and Emergency Purchases: If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor by no later than three (3) business days prior to the scheduled start date from the Agency's order. Any failure to acknowledge receipt of WVDOH Delivery Orders/Revisions resulting in service or delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency resulting in cancellation of the Delivery Order.
- 7.6 Emergency Purchases: If for any reason the Vendor's goods and/or services provided fails to meet the approval of WVDOH or if the Vendor fails to provide Emergency goods and/or services by the due date on the Agency's written order, the Agency shall consider such actions by the Vendor as constituting a hardship to the Agency and the WVDOH may proceed with an Emergency Purchase from the next low bid Vendor or from one on the open market.

The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable or unwilling to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. An emergency purchase on the open market, by the Agency, shall not constitute a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of

- compensation or damages. This provision does not excuse the State from fulfilling its obligations under a one time purchase contract.
- 7.7 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.8 Project Acceptance Criteria: The WVDOH Engineer shall have final acceptance of the work done by the Vendor and of the installation of the joint system, per project. Any work not performed in accordance with the contract specifications and the Standard Specs and/or unacceptable by visual inspection found by the WVDOH Engineer will be rejected and, at the Vendor/Contractor's expense, removed and replaced until acceptable by the WVDOH Engineer. Upon completion of the project, the WVDOH Engineer shall approve the project as acceptable and complete. If the Contractor's deficiency repair/replacement work exceeds the Delivery Order completion due date/timeframe, at the Agency's discretion, Liquidated Damages may apply, per Section 7.3 of the Contract Specifications and Standard Specs Section 108.7.
- 7.9 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses providing reimbursement to the Agency no later than ten (10) calendar days from being notified of items being unacceptable by the Agency. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. At the Agency's discretion, the Vendor shall see that the returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price no later than ten (10) calendar days from the Vendor being notified of items being unacceptable.
- 7.10Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 8. VENDOR DEFAULT:

- **8.1** The following shall be considered a Vendor default under this Contract.
  - **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2 Failure to comply with other specifications and requirements contained herein.
  - **8.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
  - **8.1.4** Failure to remedy deficient performance upon request.
- **8.2** The following remedies shall be available to Agency upon default.
  - **8.2.1** Immediate cancellation of the Contract.
  - **8.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - **8.2.3** Any other remedies available in law or equity.

#### 9. MISCELLANEOUS:

- **9.1 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.
- **9.2 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 it its bid response.
- **9.3 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- **9.4 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.

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#### REQUEST FOR QUOTATION Bridge Expansion Joint Cleaning, Preparation and Repair By the Vendor

- 9.5 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.
- 9.6 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing 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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update the WVDOH. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: JOEY Taylor
Telephone Numbers: 309-437-0319

Fax Number: 364-965-9096

Email Address: ipinc @ widblue net

### Bridge Expansion Joint Cleaning, Prepartion, Repair With Labor by Vendor ATTACHMENT B - Information Form

#### ARQM DOT2000000002 - 6620C014

#### Base Location:

The Vendor should identify their base location and any other potential base locations from wr and services by the Vendor. The Vendor should provide the 911 address or the most recent and state for the base location(s). If the Vendor fails to provide the base location(s) on the In the Vendor's bid may be disqualified. If additional space is needed for additional base locatic page. This list does not determine sole base locations for a Vendor, but provides a base for

Vendor Base Location:	
IPI, IN	
6211 Fra	WY 25071
EIKVIEU	WV 25071
Vendor Base Location:	
Vendor Base Location:	

#### Counties Bid:

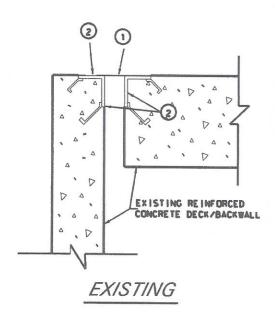
Vendor should indicate the County, Counties or Statewide serviced by the Vendor for lease/re WVDOH by placing an "X" or "√" to the LEFT of the County name(s) or Statewide. If the Ven County or Counties, it will be expected that the Vendor can service Statewide in the State of \

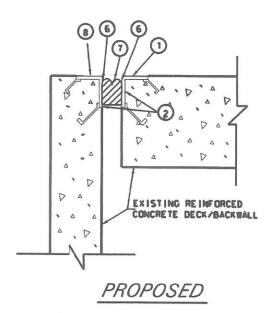
	STATEWIDE					
/	Barbour	V	Kanawha		1	Pocahontas
	Berkeley	V	Lewis	1 1	V	Preston
/	Boone	V	Lincoln	1 1	/	Putnam
/	Braxton	V	Logan		1	Raleigh
/	Brooke	V	McDowell		V	Randolph
/	Cabell	/	Marion		V	Ritchie
/	Calhoun	V	Marshall		/	Roane
V	Clay	1	Mason		1	Summers
1	Doddridge	V	Mercer		1	Taylor
V	Fayette	/	Mineral		/	Tucker
1	Gilmer	1	Mingo		1	Tyler
V	Grant	/	Monongalia		/	Upshur
1	Greenbrier	1	Monroe		1/	Wayne
/	Hampshire	1/	Morgan		/	Webster
/	Hancock	V	Nicholas		V	Wetzel
/	Hardy	/	Ohio		1	Wirt
V	Harrison	V	Pendleton		V	Wood
1	Jackson	1	Pleasants		/	Wyoming
V	Jefferson					

### TYPE A JOINT

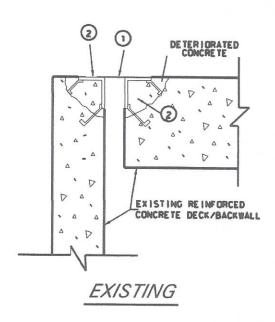
SLIDING PLATE

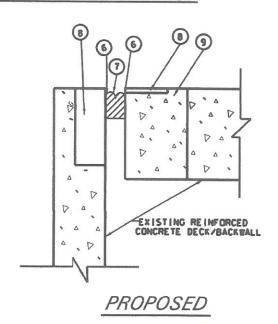
### ORDINARY PREPARATION (TYPICAL A)





### EXTRA-ORDINARY PREPARATION (TYPICAL B)



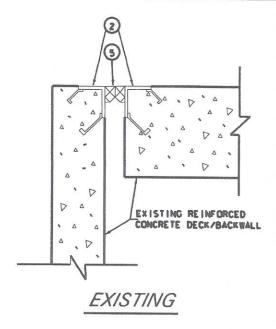


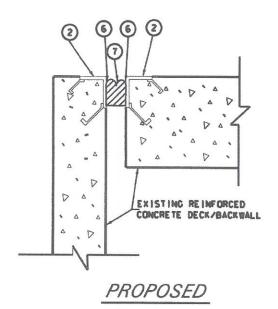
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- (4) CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- 8 POLYMER NOSING SYSTEM
- (9) NEW CONCRETE

### TYPE B JOINT

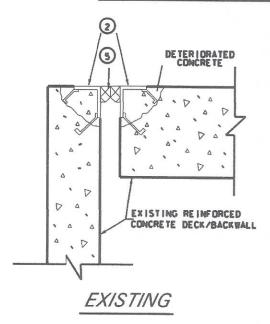
PREFORMED ELASTOMERIC

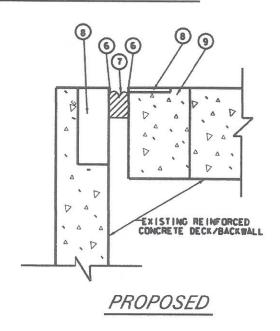
### ORDINARY PREPARATION (TYPICAL C)





### EXTRA-ORDINARY PREPARATION (TYPICAL D)



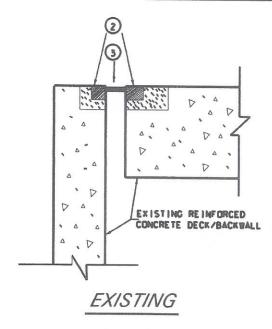


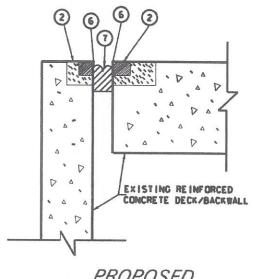
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4 CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- 8 POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

### TYPE C JOINT

STRIP SEAL

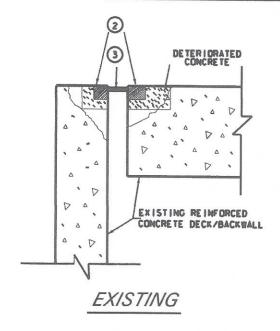
### ORDINARY PREPARATION (TYPICAL E)

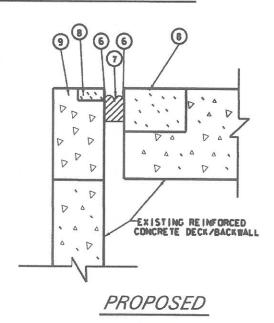




**PROPOSED** 

### EXTRA-ORDINARY PREPARATION (TYPICAL F)



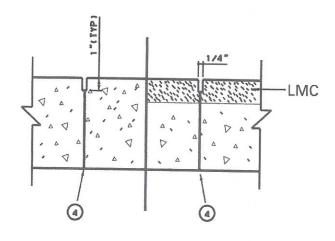


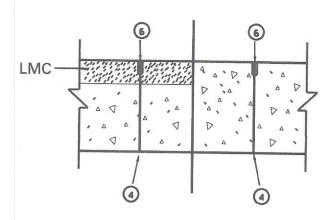
- EXIST. COVER PLATE
- EXIST. JOINT ASSEMBLY
- STRIP SEAL
- (4) CONSTRUCTION JOINT
- PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- EXPANSION JOINT
- (8) POLYMER NOSING SYSTEM
- NEW CONCRETE

### TYPE D JOINT

SAW & SEAL CONST. JT.

### ORDINARY PREPARATION (TYPICAL G)

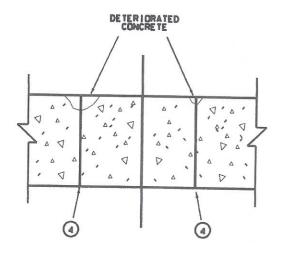




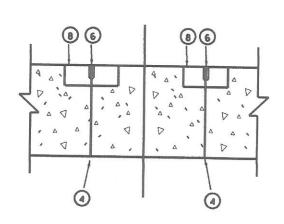
**EXISTING** 

PROPOSED

### EXTRA-ORDINARY PREPARATION (TYPICAL H)



EXISTING



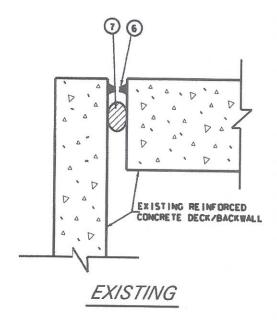
PROPOSED

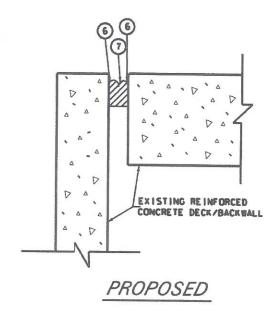
- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- (4) CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- 7 EXPANSION JOINT
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE

### TYPE E JOINT

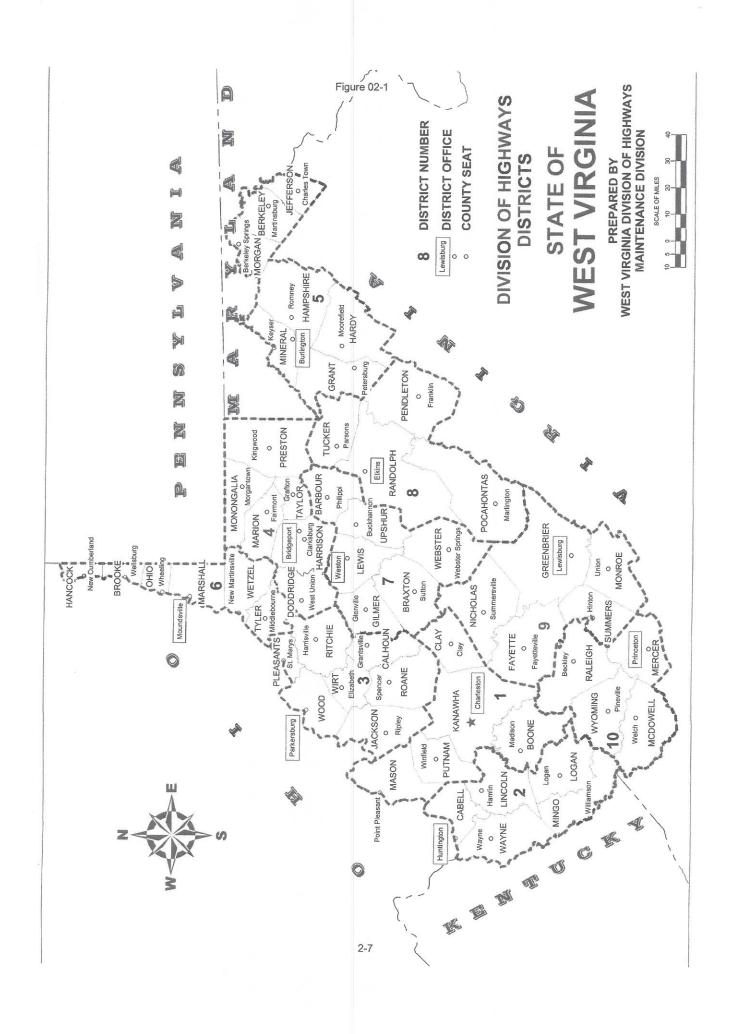
SILICONE

### ORDINARY PREPARATION (TYPICAL J)





- 1 EXIST. COVER PLATE
- 2 EXIST. JOINT ASSEMBLY
- 3 STRIP SEAL
- 4 CONSTRUCTION JOINT
- 5 PREFORMED ELASTOMERIC SEAL
- 6 SILICONE SEAL
- (7) EXPANSION JOINT
- (8) POLYMER NOSING SYSTEM
- 9 NEW CONCRETE



### AGENCY SOLICITATION NUMBER – ARFQ DOT2000000024 Addendum Number: 2

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

	and read and and and and and and and and and a	
[	] Modify bid opening date and time	
[	] Modify specification of product or se	rvice being sought
[	] Attachment of pre-bid sign-in sheet	
[	] Correction of error	
ſΧ	X] Other	

**Description of Modification to Solicitation:** 

Applicable Addendum Category:

To respond to Vendor posed questions. See attached.

**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.
- 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.

### ATTACHMENT A

Bridge Expansion Joint Cleaning, Preparation and Repair by Vendor Addendum #2 ARFQ DOT2000000024

To respond to Vendor posed questions:

Question #1 Per Section 4 of the RFQ, section 4.1 and 4.2 reference the same pricing for all counties. Typically in the past we have had the option to bid different prices per district to cover cost differences. Example a bridge in D4 would be alot more economical for me to perform than a bridge in D10, D2 or D5. Most all of these Districts are 3-4 hrs to mobilize, hence a higher Mob rate. Most projects within an hour of our base location don't require out of town or perdium either. If i allow just one Mob rate statewide then it would have to be worst case scenario and this would drive up prices and be less economical for the state. Please Clarify.

Response #1 It is entirely up to the Vendor to determine how they will charge mobilization rates (for example, the average of its mobilization rates statewide to apply to all counties). A change to the mobilization specifications was made to be more in line with our other contracts.

Question #2 Base Location? Can you clarify your intent on providing a base location?

Response #2 On the Information Attachment Form, the Vendor's Base location means the physical 911 address(es) of the Vendor's stored materials. If a Vendor will be sourcing multiple base Locations for providing goods and services, the Vendor must list each Location. Calculation for mobilization shall be from the Location in closest proximity to the project.

Question #3 Will prevailing wage rates be required of the this contract? If so can you please provide the required rate tables please.

Response #3 Prevailing wage rates do not apply.

#### ADDENDUM ACKNOWLEDGEMENT FORM

#### SOLICITATION NO.: ARFQ DOT2000000024

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:	7)
(Check the box next to each addendum receiv	ea)
Addendum No. 1 Addendum No. 2 Addendum No. 3	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10
I further understand that any verbal representa	of addenda may be cause for rejection of this bid ation made or assumed to be made during any oral ives and any state personnel is not binding. Only the specifications by an official addendum is
IPI FOIC	
Company	
J. Dawn Laws	
Authorized Signature	
12/19/19	
Date	

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

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2.31	2-30	2-28	2-27	2-26	2-25	2-24 N/A	2-23 N/A	2-22 N/A	-21 N/A		N/A	-18 N/A		2.16 N/A	2-15 N/A	14 N/A	_	_	2-11 N/A	2-40	200	-		WIN SOC	_	-		WILL 10-2		SB IVA	TO THE PARTY OF TH	_	1-35 N/A		133	2	1	0	9	Co	7	6	5				_	_	-	_	_					WA	_		NA	_				WA		NA			SUPPLIER NAME	ATTACHMENT A - Pricing Page / E-Catalog
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Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Renair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Renait Service	Bridge Construction and Repair Service	Bridge Construction and Renair Service	Bridge Construction and Repair Service	Bridge Construction and Densir Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Repair Service	Bridge Construction and Renair Service	Bridge Construction and Repair Service	Didge Construction and Renait Service	Bridge Construction and Repair Service	Bridge Construction and Renair Service	Didge Construction and Benefit Carries		CODE	TITEM DESCRIPTION
District 2 - Mat'l and Install, of SES Joint or equal to -> 1 1/4" up to and incl. 2"	District 2 - Mart and Install of SES Joint or equal to - up to and incl. 1 1/4"	District 2 - Mat'l and Install, of BEUS Joint or equal to -> 2" up to and incl. 3	District 2 - Matil and Install, of BEUS Joint or equal to -> 1 1/4" up to and incl. 2	District 2 - Mat'l and Install. of BEJS Joint or equal to - up to and incl. 1 1/4"	District 2 - Mat'l and Install. of SSI Silspec® 900 Polymer Nosing or equal to (864 cubic inches)	District 2 - Mat'l and Install, of Emseat Emcrete® Nosing or equal to (596 cubic inches)	District 2 - Structural Concrete Repair	District 2 - Extraordinary Joint Preparation Type D -> 0.25 CF	District 2 - Extraordinary Joint Preparation Type D - < 0.25 CF	District 2 Extraordinary John Preparation	District 2 - Extraordinary Joint Dreaman	District 2 - Extraordinary John Preparation	District 2 Extraordinary John Chapter Type 8 - < 0.25 CF	Daurot - Changing John Departing Type A - > 0.25 CF	District 2 - Ordinary John Freguetion	1	1		District 2 Ordinary Joint Propagation Type R	District 2 - Sill Species System of equal to	District 2 - BEUS System or equal to - EMSEAL Enrolled Nosing or equal to - Kill/Unit	District 2 - Dry-Clean		L				District 2 - Traffic Control Devices	District 2 - Mobilization	District 1 - Containment	District 1 - Disposal of Hazardous waste waterial	District 1 - Disposal of Non-Hazerdous waske waterial	District 1 - Worker Protection	District 1 - WVDOH Supplied Joint Materials	District 1 - Mart and Install, of SES Joint or equal to - > 3" up to and inc. 4	District 1 - Mat1 and Install, of SES Joint or equal to - > 2" up to and incl. 3"	District 1 - Mattl and Install. of SES Joint or equal to -> 1 1/4" up to and incl. 2"	District 1 - Mari and Install. of SES Joint or equal to - up to and incl. 1 1/4"	District 1 - Mat1 and Install. of BEJS Joint or equal to - > 3" up to and incl. 4"	District 1 - Mat1 and Install. of BEJS Joint or equal to - > 2" up to and incl. 3"	District 1 - Mat'l and Install, of BEJS Joint or equal to -> 1 1/4" up to and incl. 2"	District 1 - Mari and Install. of BEJS Joint or equal to - up to and incl. 1 1/4"	District 1 - Mat1 and Install. of SSI Silspec® 900 Polymer Nosing or equal to (864 cubic inches)	District 1 - Mat'l and Install. of Emseal Emcrete® Nosing or equal to (596 cubic inches)	District 1 - Structural Concrete Repair	District 1 - Extraordinary Joint Preparation Type D - > 0.25 CF	District 1 - Extraordinary Joint Preparation Type D - < 0.25 CF	District 1 - Extraordinary Joint Preparation Type C - > 0.25 CF	District 1 - Extraordinary Joint Preparation Type C - < 0.25 CF	District 1 - Extraordinary Joint Preparation Type B - > 0.25 CF	District 1 - Extraordinary Joint Preparation Type B - < 0.25 CF	District 1 - Extraordinary Joint Preparation Type A - > 0.25 CF	District 1 - Extraordinary Joint Preparation Type A - < 0.25 CF	District 1 - Ordinary Joint Preparation Type E	District 1 - Ordinary Joint Preparation Type C	District 1 - Ordinary Joint Preparation Type B	District 1 - Ordinary Joint Preparation Type A	District 1 - SILSPEC® System or equal to - SILSPEC® 900 Nosing or equal to - Kri/Unit	District 1 - BEJS System or equal to - EMSEAL Emcrete Nosing or equal to - Kit/Unit		District 1 - Traffic Director	District 1 - Warning Lights	District 1 - Flagger	District 1 - Temporary Traffic Signal	District 1 - Electric Arrow	District 1 - Traffic Control Devices	District 1 - Mobilization			EXTENDED DESCRIPTION
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ATTACHMENT A. PRIORING Page / E-Calading	NA NA NA NA NA	F	District to - wast and install of SES, Joint or equal to - > 3" up to and incl. 4"	Bridge Construction and Repair Service	72141107	1		10-32
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ATTACHMENT A - Pricing Pagel F C-dation  ATTACHMENT A - Pricing Pagel F C-dation  ANA CONTROLLER NAME  ANA CONTROL	AN AN AN AN AN AN	<b>-</b>	District 10 - Mart and Install, of SES Joint or equal to -> 1 1/4" up to and incl. 2"	Bridge Construction and Repair Service	72141107			10-30
ATTACHMENT A - Pricing Pagel E-Cadelog    ACCURRING NAME	AN AN AN AN AN AN AN	1	District 10 - Maril and Install, of SES Joint or equal to - up to and incl. 1 1/4"	Bridge Construction and repair cervice	72141107			10-29
ATTACHMENT A. Pricing Page / E-Catalog Commontant and Fage / Service Control (1989)  AND CONTROL (1989)  A	AS NA NA NA NA NA NA		District 10 - Meti and Install, of BEJS Joint or equal to - > 3" up to and Incl. 4"	Diago College College College	10116177			40.00
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ATTACHMENT A - Prioring Page LE-Catalogy  MANAPACTURER NAVIE  MANA	15 NA NA NA NA	F	District 10 - Watt and Install. Of BEJS John of equal to - 7 1 17 kg s and 34	Bridge Construction and Repair Service	72141107			10-27
ATTACHMENT A - Proling Page I E-Catallog  ANTICHMENT MANUE    MANUACTURES NAME   MANUACTURES NAME   COMMONTY   Tabl DESCRIPTION   Dinois 0 - Programmy   Commontant matistage south   Commonta	15 WA WA WA	5	District 10 - Wild life land in Development of opening of 1/1/4" up to and incl. 2"	Bridge Construction and Repair Service	72141107			10-26
ATTACHMENT A - Prioring Page / E-Catalog  NO CORPORDING PAGE / CORP  NO COR	15 NA NA NA NA NA	IF.	DISTRICT IV - Matiralia in instant, or our inspector of the control of the contro	Bridge Construction and Repair Service	72141107			10-25
ATTACHMENT A - Prioring Page / E-Catalog  ANALYS/CIUSEN MARE    LIER	AN ANN ANN ANN ANN ANN	UN	District to wast and inchall of oct Siener® 900 Polymer Nosing or equal to (864 cubic inches)	Bridge Construction and Repair Service	72141107		200	10-24 N/A
ATTACHMENT A - Pricing Page / E-Calalog  MANUFACTURER NAME  MANUFACTUR	AN AN AN AN AN AN AN	UN	Ostroci 10 - Negrand Install of Emorate Nosing or equal to (596 cubic inches)	Bridge Construction and Repair Service	72141107	WA	N/A	10-23 N/A
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ATTACHMENT A - Prioring Pegge / E-Catalog  MANFACTURER NAME  MANFA	AN AN AN AN ANA	ç	District 10 - Extraordinary, Injint Preparation Type D - > 0.25 CF	Bridge Construction and Repair Service	72141107	NA	AIN	10-21 N/A
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ATTACHMENT A - Pricing Page / E-Catalogy  ROUSTOMEN SUPP SUPPLIER NAME  MANUPACTURER NAME	15 NA NA NA NA	CF CF	District 10 - Extraordinary Joint Preparation Type of Total Co.	Bridge Construction and Repair Service	72141107	A TOWN	NA	10-17 N/A
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	DELI PRO MOD DRA PIEC SERI SPEC SIZE						Page / E-Catalog	ATTACHMENT A - Pricing

## Bridge Expansion Joint Cleaning, Prepartion, Repair With Labor by Vendor **ATTACHMENT B - Information Form**

### ARQM DOT2000000002 - 6620C014

#### **Base Location:**

The Vendor should identify their base location and any other potential base locations from wh and services by the Vendor. The Vendor should provide the 911 address or the most recent and state for the base location(s). If the Vendor fails to provide the base location(s) on the In the Vendor's bid may be disqualified. If additional space is needed for additional base locatic page. This list does not determine sole base locations for a Vendor, but provides a base for

Vendor Base Location:		
***	IPI, INC	
	6211 Frame Road	
	Elkview, WV 25071	
Vendor Base Location:		
Vendor Base Location:		

#### Counties Bid:

Vendor should indicate the County, Counties or Statewide serviced by the Vendor for lease/re WVDOH by placing an "X" or "√" to the LEFT of the County name(s) or Statewide. If the Ven County or Counties, it will be expected that the Vendor can service Statewide in the State of \

X				10000	The same of the sa	To have
	Barbour	X	Kanawha		X	Pocahontas
X	Berkeley	X	Lewis		Х	Preston
X	Boone	X	Lincoln		X	Putnam
X	Braxton	X	Logan		X	Raleigh
X	Brooke	X	McDowell		X	Randolph
X	Cabell	X	Marion		X	Ritchie
X	Calhoun	X	Marshall		Х	Roane
X	Clay	X	Mason		X	Summers
X	Doddridge	X	Mercer		X	Taylor
X	Fayette	X	Mineral		Х	Tucker
$\frac{\lambda}{X}$	Gilmer	X	Mingo		X	Tyler
X	Grant	X	Monongalia		X	Upshur
$\frac{\Lambda}{X}$	Greenbrier	X	Monroe		Х	Wayne
X	Hampshire	T X	Morgan		Х	Webster
X	Hancock	X			Х	Wetzel
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X	Harrison				Х	Wood
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#### State of West Virginia Request For Quotation

Procurement Folder: 654886

Document Description: BRIDGE EXPANSION JOINT CLEAN PREP, REPAIR by VENDOR 6620C014

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	tation No	Version	Phase
2019-12-02	2019-12-16 14:30:00	ARFQ	0803	DOT2000000024	1	Final

UDWIT DESPONSES TO:	VENDOR
UBMIT RESPONSES TO:	Vendor Name, Address and Telephone
	IPI, INC
	6211 Frame Rd.
	ETKVIEW. WV 25671
	304-965-9094

FOR INFORMATION CONTACT THE

Tina L Lewis (304) 558-9398 tina.l.lewis@wv.gov

Signature X J. Dawn Lough

FEIN# 55-075 7422

DATE 12/19/19

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

Date Printed: Dec 02, 2019 Solicitation Number: DOT2000000024

Page: 1

IPI, INC

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

				Livit Drice	Total Price
Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Totaline
	BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY				

			Overification
Commodity Code	Manufacturer	Model #	Specification
72141107			
72141107			

**Extended Description**BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY THE VENDOR

SCHEDULE	OF I	EVEN	ITS

Event Date 2019-12-09 Event TEHCNICAL QUESTIONS DUE AT 10:00AM EST <u>Line</u>

IPI, TWC.

	Document Phase	Document Description	Page 3
DOT2000000024	Final	BRIDGE EXPANSION JOINT CLEAN	of 3
		PREP, REPAIR by VENDOR 6620C014	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



#### State of West Virginia Request For Quotation

Procurement Folder: 654886

**Document Description : ADDENDUM #1** 

Procurement Type: Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2019-12-09	2019-12-20 14:30:00	ARFQ	0803	DOT2000000024	2	Final

And the second state of a discourse of the second state of the sec			VENDOR
SUBMIT RESPONSES TO:			Vendor Name, Address and Telephone
FINANCE & ADMINISTRATION			IPI, INC
DIVISION OF HIGHWAYS			IPL, INC
BLDG 5, RM A-220			6211 Frame Rd
1900 KANAWHA BLVD E			EIKVIEW WV 25071
CHARLESTON	WV	25302	EIKUIEW WO
US			304-965-9094

FOR INFORMATION CONTACT THE

Tina L Lewis (304) 558-9398 tina.l.lewis@wv.gov

FEIN# 55-6757422

DATE 12/19/19

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

Date Printed: Dec 09, 2019 Solicitation Number: DOT2000000024

Page: 1

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ADDENDUM #1

\*\*\*\*\*\*\*\*NOTICE\*\*\*\*\*\*

IPI INC

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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INVOICE TO		SHIP TO	
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No City	WV99999	No City	WV 99999
US		US	

					Total Price
Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY				

		Model #	Specification
Commodity Code	Manufacturer	Wiodei #	
72141107			

**Extended Description** 

BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY THE VENDOR

#### SCHEDULE OF EVENTS

Line 1

**Event** TEHCNICAL QUESTIONS DUE AT 10:00AM EST

**Event Date** 2019-12-13

Date Printed: Dec 09, 2019 Solicitation Number: DOT2000000024

Page: 2

	Document Phase	Document Description	Page 3
DOT2000000024	Final	ADDENDUM #1 BRIDGE EXPANSION	of 3
		JOINT CLEAN PREP, REPAIR	

# ADDITIONAL TERMS AND CONDITIONS

IPI, INC

See attached document(s) for additional Terms and Conditions



### State of West Virginia Request For Quotation

Procurement Folder: 654886

Document Description : ADDENDUM #2

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes		Solic	itation No	Version	Phase
2019-12-17	2019-12-20 14:30:00	ARFQ	0803	DOT2000000024	3	Final

SUBMIT RESPONSES TO:			VENDOR
FINANCE & ADMINISTRATION			Vendor Name, Address and Telephone
DIVISION OF HIGHWAYS			IPI, INC.
BLDG 5, RM A-220			ball Frame Rd
1900 KANAWHA BLVD E			ELKVIEW WV Z5071
CHARLESTON	WV	25302	304-965-9094
US			304-463 4614

FOR INFORMATION CONTACT THE

Tina L Lewis (304) 558-9398 tina.l.lewis@wv.gov

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

Date Printed: Dec 17, 2019 Solicitation Number: DOT2000000024

Page: 1

#### ADDITIONAL INFORMATION:

ADDENDUM #2

TO ANSWER VENDOR QUESTIONS

\*\*\*\*\*\*\*\*NOTICE\*\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY

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TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO				
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No City	WV99999	No City	WV 99999			
US		US				

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Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY				
	BRIDGE EXPANSION JOINT	Colliniounty Emile December 2	BRIDGE EXPANSION JOINT	BRIDGE EXPANSION JOINT

Commodity Code	Manufacturer	Model #	Specification	
72141107				
1213134				

**Extended Description** 

BRIDGE EXPANSION JOINT CLEANING, PREP & REPAIR BY THE VENDOR

0	CL	COL	##	200	0	2	EV	/CR	VTS
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Line

**Event** TEHCNICAL QUESTIONS DUE AT 10:00AM EST

**Event Date** 2019-12-13

Date Printed: Dec 17, 2019 Solicitation Number: DOT2000000024

Page: 2

FORM ID: WV-PRC-ARFQ-001

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	Document Phase	Document Description	Page 3
DOT2000000024	Final	ADDENDUM #2 BRIDGE EXPANSION	of 3
		JOINT CLEAN PREP, REPAIR	

## ADDITIONAL TERMS AND CONDITIONS

FPI, INC

See attached document(s) for additional Terms and Conditions