



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Solicitation Response

Proc Folder : 546147
 Solicitation Description : Miscellaneous Mild Steel-0219B134
 Proc Type : Agency Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-02 13:30:00	SR 0803 ESR04021900000004525	1

VENDOR

VS0000017899
 OMNI WELDING ENTERPRISES INC

Solicitation Number: ARFQ 0803 DOT1900000035

Total Bid : \$62,129.80 Response Date: 2019-04-02 Response Time: 13:28:36

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	#5 REBAR X 20' LENGTH	100.00000	EA	\$36.750000	\$3,675.00

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :	#5 REBAR X 20' LENGTH
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	#8 REBAR X 20' LENGTH	100.00000	EA	\$94.500000	\$9,450.00

Comm Code	Manufacturer	Specification	Model #
30103623			

Extended Description :	#8 REBAR X 20' LENGTH
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3 1/2" x 2 1/2" x 3/8" ANGLE X 20 FEET	20.00000	EA	\$109.950000	\$2,199.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	3 1/2" x 2 1/2" x 3/8" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3 1/2" X 3" X 1/2" ANGLE X 20 FEET	20.00000	EA	\$171.110000	\$3,422.20

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	3 1/2" X 3" X 1/2" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	5" X 3" X 3/8" ANGLE X 20 FEET	20.00000	EA	\$139.650000	\$2,793.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	5" X 3" X 3/8" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	5" X 3" X 1/2" ANGLE X 20 FEET	20.00000	EA	\$185.400000	\$3,708.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	5" X 3" X 1/2" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	6" X 4" X 1/2" ANGLE X 20 FEET	20.00000	EA	\$231.100000	\$4,622.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	6" X 4" X 1/2" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	6" X 4" X 5/8" ANGLE X 20 FEET	20.00000	EA	\$321.500000	\$6,430.00

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description :	6" X 4" X 5/8" ANGLE X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	1/2" X 4" FLAT BAR X 20 FEET	20.00000	EA	\$89.280000	\$1,785.60

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :	1/2" X 4" FLAT BAR X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	1" X 1 1/2" FLAT BAR X 20 FEET	20.00000	EA	\$77.250000	\$1,545.00

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :	1" X 1 1/2" FLAT BAR X 20 FEET
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	4' X 8' X 1/2" PLATE	20.00000	EA	\$427.400000	\$8,548.00

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :	4' X 8' X 1/2" PLATE
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	4' X 8' X 5/8" PLATE	20.00000	EA	\$697.600000	\$13,952.00

Comm Code	Manufacturer	Specification	Model #
30102204			

Extended Description :	4' X 8' X 5/8" PLATE
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State of West Virginia
Request For Quotation

Procurement Folder : 546147

Document Description : Miscellaneous Mild Steel-0219B134

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-03-07	2019-03-26 13:30:00	ARFQ 0803 DOT1900000035	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone Omni Welding Ent. Inc. dba Omni Enterprises Inc. PO Box 725 Crab Orchard, WV 25827 304-252-5292

FOR INFORMATION CONTACT THE

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

Signature X *Heath Upton* FEIN # 55-0677758 DATE 3-25-2019

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

ADDITIONAL INFORMATION:

*****NOTICE*****

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES

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	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	#5 REBAR X 20' LENGTH	100.00000	EA	36.75	3675.00

Commodity Code	Manufacturer	Model #	Specification
30103623			

Extended Description

#5 REBAR X 20' LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
2	#8 REBAR X 20' LENGTH	100.00000	EA	94.50	9450.00

Commodity Code	Manufacturer	Model #	Specification
30103623			

Extended Description

#8 REBAR X 20' LENGTH

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
3	3 1/2" x 2 1/2" x 3/8" ANGLE X 20 FEET	20.00000	EA	109.95	2199.00

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description

3 1/2" x 2 1/2" x 3/8" ANGLE X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
4	3 1/2" X 3" X 1/2" ANGLE X 20 FEET	20.00000	EA	171.11	3422.20

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description

3 1/2" X 3" X 1/2" ANGLE X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US		DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
5	5" X 3" X 3/8" ANGLE X 20 FEET	20.00000	EA	139.65	2793.00

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description

5" X 3" X 3/8" ANGLE X 20 FEET

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
6	5" X 3" X 1/2" ANGLE X 20 FEET	20.00000	EA	185.40	3708.00

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description

5" X 3" X 1/2" ANGLE X 20 FEET

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON WV25704 US	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE WV 25504 US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
7	6" X 4" X 1/2" ANGLE X 20 FEET	20.00000	EA	231.10	4622.00

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description

6" X 4" X 1/2" ANGLE X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE US	WV 25504

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
8	6" X 4" X 5/8" ANGLE X 20 FEET	20.00000	EA	321.50	6430.00

Commodity Code	Manufacturer	Model #	Specification
30101504			

Extended Description
6" X 4" X 5/8" ANGLE X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE US	WV 25504

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
9	1/2" X 4" FLAT BAR X 20 FEET	20.00000	EA	89.28	1785.60

Commodity Code	Manufacturer	Model #	Specification
30102204			

Extended Description
1/2" X 4" FLAT BAR X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE US	WV 25504

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
10	1" X 1 1/2" FLAT BAR X 20 FEET	20.00000	EA	77.25	1545.00

Commodity Code	Manufacturer	Model #	Specification
30102204			

Extended Description

1" X 1 1/2" FLAT BAR X 20 FEET

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE US	WV 25504

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
11	4' X 8' X 1/2" PLATE	20.00000	EA	427.40	8548.00

Commodity Code	Manufacturer	Model #	Specification
30102204			

Extended Description

4' X 8' X 1/2" PLATE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT TWO 801 MADISON AVE HUNTINGTON US	WV25704	DIVISION OF HIGHWAYS DISTRICT TWO - STORAGE LOT 6200 RT 60 EAST BARBOURSVILLE US	WV 25504

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
12	4' X 8' X 5/8" PLATE	20.00000	EA	697.60	13952.00

Commodity Code	Manufacturer	Model #	Specification
30102204			

Extended Description

4' X 8' X 5/8" PLATE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical question due at 10am	2019-03-15

DOT1900000035	Document Phase Final	Document Description Miscellaneous Mild Steel-0219B134	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A
Pricing Page

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
1	100	EACH	#5 REBAR X 20' LENGTH	36.75	3675.00
2	100	EACH	#8 REBAR X 20' LENGTH	94.50	9450.00
3	20	EACH	3½" X 2½" X ⅝" ANGLE X 20' LENGTH	109.95	2199.00
4	20	EACH	3½" X 3" X ½" ANGLE X 20' LENGTH	171.11	3422.20
5	20	EACH	5" X 3" X ⅜" ANGLE X 20' LENGTH	139.65	2793.00
6	20	EACH	5" X 3" X ½" ANGLE X 20' LENGTH	185.40	3708.00
7	20	EACH	6" X 4" X ½" ANGLE X 20' LENGTH	231.10	4622.00
8	20	EACH	6" X 4" X ⅝" ANGLE X 20' LENGTH	321.50	6430.00
9	20	EACH	½" x 4" FLAT BAR X 20' LENGTH	89.28	1785.60
10	20	EACH	1" x 1½" FLAT BAR X 20' LENGTH	77.25	1545.00
11	20	EACH	4' X 8' X ½" PLATE	427.40	8548.00
12	20	EACH	4' X 8' X ⅝" PLATE	697.60	13952.00
Grand Total					62129.80

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

Heath Upton, Purchasing
(Name, Title)
Heath Upton Purchasing
(Printed Name and Title)
P.O. Box 725, Crab Orchard, WV 25827
(Address)
304-252-5292 304-253-0110
(Phone Number) / (Fax Number)
hupton@omniwv.com
(E-mail address)

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

Omni Welding Ent. Inc. dba Omni Ent. Inc.
(Company)

Heath Upton Purchasing
(Authorized Signature) (Representative Name, Title)

Heath Upton
(Printed Name and Title of Authorized Representative)

3/25/19
(Date)

304-252-5292 304-253-0110
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Omni Welding Ent. Inc. dba Omni Enterprises Inc.
Company

Heath Upton
Authorized Signature

3-25-18
Date

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

REQUEST FOR QUOTATION
Miscellaneous Mild Steel Items

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways District 2 to establish an open-end contract for the purchase and delivery of Miscellaneous Mild Steel Items such as Plate, Angle, Flat Bar, Round Bar, Square Bar, Channel, and Rebar for use in maintenance/repair of equipment and maintenance/construction of roadways and bridges in District 2.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the 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 Purchasing Division.

3. GENERAL REQUIREMENTS:

- 3.1 **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.

The specifications of this Request For Quote and/or any West Virginia Division Of Highways Standards referenced in and/or attached to this Request For Quote may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM). Such specifications are protected by strict copyright restrictions and cannot be published as part of this Request For Quote. The ability to access such specifications shall be considered a mandatory requirement for participation in this Request For Quote process as a Vendor or as a supplier to the Vendor, as applicable.

3.1.1 Mild Steel Plate

- 3.1.1.1 Mild Steel Plate must be Grade 36 ASTM.

REQUEST FOR QUOTATION
Miscellaneous Mild Steel Items

3.1.2 Mild Steel Angle

3.1.2.1 Mild Steel Angle must be Grade 36 ASTM

3.1.3 Mild Steel Flat Bar

3.1.3.1 Mild Steel Flat Bar must be Grade 36 ASTM.

3.1.4 Mild Steel Round Bar

3.1.4.1 Mild Steel Round Bar must be Grade 36 ASTM.

3.1.5 Mild Steel Square Bar

3.1.5.1 Mild Steel Square Bar must be Grade 36 ASTM.

3.1.6 Mild Steel Rebar

3.1.6.1 Mild Steel Rebar must be Grade 36 ASTM.

3.1.7 Mild Steel Channel

3.1.7.1 Mild Steel Channel must be Grade 36 ASTM.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Page by giving the purchase price per each unit in the Unit Price Box, total of all units combined in the Extended Amount Box, and the total of all Extended Amount Prices combined in the Grand Total Box. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

REQUEST FOR QUOTATION
Miscellaneous Mild Steel Items

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: dusty.j.smith@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. 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.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 5 working days after orders are received. Vendor shall deliver emergency orders within 3 working day(s) after orders are received. Vendor shall contact the West Virginia Division of Highways District 2 Storeroom by phone (304) 528-5459 or (304) 528-5691, twenty four (24) hours before delivery. Failure to provide proper notification may result in delay of acceptance of lumber. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Maximum bundle weight of the Mild Steel delivered shall be 6,000 pounds.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 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

REQUEST FOR QUOTATION
Miscellaneous Mild Steel Items

emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

6.6 Delivery Location: Vendor shall deliver orders to:
West Virginia Division of Highways
District 2 Storage Lot
6200 U.S. Route 60 East
Barboursville, WV 25504

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Miscellaneous Mild Steel Items

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 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.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 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.

8.4 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. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Heath Upton
Telephone Number: 304-252-5292
Fax Number: 304-253-0110
Email Address: hupton@omniwv.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Omni Welding Ent. Inc. dba Omni Enterprises Inc.

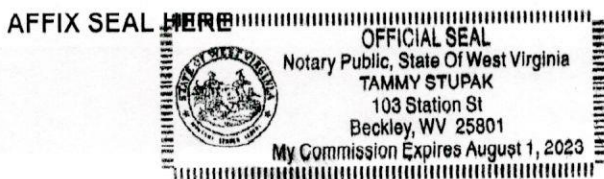
Authorized Signature: Death Upton Date: 3/25/19

State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 25th day of MARCH, 2019.

My Commission expires 8/1/23, 2023.



NOTARY PUBLIC Tammy Stupak

Purchasing Affidavit (Revised 01/19/2018)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

8. Application is made for reciprocal preference.

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

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

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

Bidder: Omni Welding Ent. Inc. dba Omni Ent. Inc.

Signed: Death Upton

Date: 03-25-19

Title: Purchasing



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

January 16, 2019

OMNI WELDING ENTERPRISES INC
PO BOX 725
CRAB ORCHARD, WV 25827-0725

Jayne Maynard:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved on the basis of your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules* 148-22-1 et seq. This certification becomes effective:

01/09/2019

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules* 148-22-8. The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

Women-Owned Business

To maintain certification without lapse, a certified business shall apply to renew its certification at least 60 days prior to the end of the two-year certification period. Complete renewal instructions, recertification forms, and a list of all SWAM Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2306.

Sincerely,

Gail Montantez
Vendor Registration Coordinator