



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1098521
Solicitation Description: Addendum 3: Fabrication of a spreader rack for District 9
Proc Type: Agency Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-10-04 14:30	SR 0803 ESR10042200000001701	1

VENDOR
 VS0000008474
 Francis Enterprises Inc

Solicitation Number: ARFQ 0803 DOT2300000011
Total Bid: 25043.47000000000116415321826 **Response Date:** 2022-10-04 **Response Time:** 10:06:21
Comments:

FOR INFORMATION CONTACT THE BUYER

Amber J Heath
 304-414-7105
 amber.j.heath@wv.gov

Vendor Signature X **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	(14 each) W10x22x11'5"	3516.3300	LB	1.200000	4219.60

Comm Code	Manufacturer	Specification	Model #
30101704			

Commodity Line Comments:

Extended Description:

(14 each) W10x22x11'5"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	(8 each) Angle, 3x5x1/4x7'5"	391.60000	LB	1.580000	618.73

Comm Code	Manufacturer	Specification	Model #
30101504			

Commodity Line Comments:

Extended Description:

(8 each) Angle, 3x5x1/4x7'5"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	(4 each) HSS 6X6X1/4"X12'10"	976.36000	LB	1.360000	1327.85

Comm Code	Manufacturer	Specification	Model #
30101704			

Commodity Line Comments:

Extended Description:

(4 each) HSS 6X6X1/4"X12'10"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	(12 each) HSS 6X6X1/4X12'10"	2929.0800	LB	1.360000	3983.55

Comm Code	Manufacturer	Specification	Model #
30101704			

Commodity Line Comments:

Extended Description:

(12 each) HSS 6X6X1/4X12'10"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	(16 each) PL 3/4"X16"X16"	1161.6000	LB	2.230000	2590.37

Comm Code	Manufacturer	Specification	Model #
30264000			

Commodity Line Comments: Note: Calculated weight doesn't match quantity ordered.

Extended Description:

(16 each) PL 3/4"X16"X16"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	(44 each) PL 3/8"X4"X8"	112.35000	LB	4.830000	542.65

Comm Code	Manufacturer	Specification	Model #
30264000			

Commodity Line Comments: Note: Calculated weight doesn't match quantity ordered.

Extended Description:

(44 each) PL 3/8"X4"X8"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	(16 each) PL 1/4"X6"X6"	20.40000	LB	4.450000	90.78

Comm Code	Manufacturer	Specification	Model #
30264000			

Commodity Line Comments: Note: Calculated weight doesn't match quantity ordered.

Extended Description:

(16 each) PL 1/4"X6"X6"

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	(5 each) Expanded Metal, 1/4"x11"x8' (3/4"x#9)	184.00000	LB	1.200000	220.80

Comm Code	Manufacturer	Specification	Model #
30264000			

Commodity Line Comments:

Extended Description:

(5 each) Expanded Metal, 1/4"x11"x8' (3/4"x#9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	(5 each) Angle, 3"x3"x1/4"x20'	940.00000	LB	0.630000	592.20

Comm Code	Manufacturer	Specification	Model #
30101504			

Commodity Line Comments: Note: Calculated weight doesn't match quantity ordered.

Extended Description:

(5 each) Angle, 3"x3"x1/4"x20'

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	(10 each) Angle, 1 1/2"x1 1/2"x20'	468.00000	LB	1.180000	552.24

Comm Code	Manufacturer	Specification	Model #
30101504			

Commodity Line Comments:

Extended Description:

(10 each) Angle, 1 1/2"x1 1/2"x20'

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	All Fasteners Required	1.00000	LS	737.560000	737.56

Comm Code	Manufacturer	Specification	Model #
31161600			

Commodity Line Comments:

Extended Description:

All Fasteners Required

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Fabrication and Paint	1.00000	OR	9567.140000	9567.14

Comm Code	Manufacturer	Specification	Model #
72101507			

Commodity Line Comments: Unit price includes fabrication, painting (Prime only) and transportation.

Extended Description:

Fabrication and Paint

**Exhibit A
09-22-B142**

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount	
1	3516.33	Pounds	14 EA. W10x22x11'5" per Drawing (ASTM A992 GR.50)	1.20	\$ 4,219.60	
2	391.6	Pounds	8 EA. Angle, 3x5x1/4x7'5" per Drawing (ASTM A992 GR.50)	1.58	\$ 618.73	
3	976.36	Pounds	4 EA. HSS6x6x1/4"x12'10" per Drawing (ASTM A500 GR. 46)	1.36	\$ 1,327.85	
4	2929.08	Pounds	12 EA. HSS6X6X1/4x12'10" per Drawing (ASTM A500 GR. 46)	1.36	\$ 3,983.55	
5	1161	Pounds	16 EA. PL 3/4"x16"x16" per Drawing (ASTM A36 GR.36)	2.23	\$ 2,589.03	
6	112.35	Pounds	44 EA. PL 3/8"x4"x8" per Drawing (ASTM A36 GR. 36)	4.83	\$ 542.65	
7	20.4	Pounds	16 EA. PL 1/4"x6"x6" per Drawing (ASTM A36 GR.36)	4.45	\$ 90.78	
8	184	Pounds	5 EA. Expanded Metal, 1/4"x11"x8' (3/4"x#9) per Drawing	1.20	\$ 220.80	
9	940	Pounds	5 EA. Angle Iron, 3"x3"x1/4"x20' (ASTM A992 GR.50)	0.63	\$ 592.20	
10	468	Pounds	10 EA. Angle Iron, 1 1/2"x1 1/2"x20' (ASTM A992 GR.50)	1.18	\$ 552.24	
11	1	Each	All Fasteners required	737.56	\$ 737.56	
12	1	Each	Fabrication Charge	9567.14	\$ 9,567.14	

			TOTAL	
		**Pricing must include delivery to the address listed in section 6.1 of the specifications	\$ 25,779.68	

SOLICITATION NUMBER: ARFQ DOT2300000011
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

ADDENDUM 3:

MODIFY QUANTITY OF COMMODITY LINE

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 provisions of the 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 Solicitation by completing an Addendum Acknowledgment, 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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT230000011

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

Francis Enterprises, Inc.
Company
Mark F. Cyphert President
Authorized Signature
4 Oct 2022
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

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

SEALED BID: 09-22-B142 Fabrication Of A Spreader Rack For District 9

BUYER: Amber Heath

SOLICITATION NO.: ARFQ DOT2300000011

BID OPENING DATE: September 22, 2022

BID OPENING TIME: 2:30pm ET

FAX NUMBER: 304-558-0047

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

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

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

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

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or

incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

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

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

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

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project exceeding \$25,000 in total cost shall furnish a valid 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 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

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

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

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

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors

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

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

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.

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

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

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

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Mark F. Cyphert, President
(Name, Title)
Mark F. Cyphert President
(Printed Name and Title)
PO BOX 2284 Westover WV 26502
(Address)
304 296 8331 x201 304 296 8339
(Phone Number) / (Fax Number)
mark@fent.us
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Francis Enterprises, Inc.
(Company)
Mark F. Cyphert President
(Authorized Signature) (Representative Name, Title)
Mark F. Cyphert President
(Printed Name and Title of Authorized Representative)
22 Sep. 2022
(Date)
304 296 8331 x201 304 296 8339
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
09-22-B142 Summers County Spread Racks

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Department of Highways is soliciting bids to establish a contract for the one time purchase of Spreader Racks.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” means spreader racks as more fully described by these specifications.

2.2 “Pricing Page” means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 W10x22x11’5” steel beam

3.1.1.1 (14 ea.) W10x22x11’5” steel beams must be ASTM A992 Grade 50 and manufactured per the attached drawing. Red primer required.

3.2 Angle Iron, 3x5x1/4x7’5”

3.2.1 (8 ea.) Angle, 3x5x1/4x7’5” must be ASTM A992 Grade 50 and manufactured per the attached drawing. Red primer required.

3.3 HSS6x6x1/4x12’10”

3.3.1 (4 ea.) HSS6x6x1/4x12’10” must be ASTM A500 Grade 46 and manufactured per the attached drawing. Red primer required.

3.4 HSS6x6x1/4x12’10”

3.4.1 (12 ea.) HSS6x6x1/4x12’10” must be ASTM A500 Grade 46 and manufactured per the attached drawing. Red primer required.

REQUEST FOR QUOTATION
09-22-B142 Summers County Spread Racks

3.5 PL 3/4"x16"x16"

3.5.1 (16 ea.) PL 3/4"x16"x16" must be ASTM A36 Grade 36 and manufactured per the attached drawing. Red primer required.

3.6 PL 3/8"x4"x8"

3.6.1 (44 ea.) PL 3/8"x4"x8" must be ASTM A36 Grade 36 and manufactured per the attached drawing. Red primer required.

3.7 PL 1/4"x6"x6"

3.7.1 (16 ea.) PL 1/4"x6"x6" must be ASTM A36 Grade 36 and manufactured per the attached drawing. Red primer required.

3.8 Raised Expanded Metal, 3/4"x#9

3.8.1 (5 ea.) Raised Expanded metal must be manufactured per drawing. 1/4" thick x 11" wide x 8' long. Red primer required.

3.9 Angle Iron, 3"x3"x1/4"x20'

3.9.1 (5 ea.) Angle Iron, 3"x3"x1/4"x20' must be ASTM A992 Grade 50 and manufactured per attached drawing. No primer required.

3.10 Angle Iron, 1 1/2"x1 1/2"x20'

3.10.1 (10 ea.) Angle Iron, 1 1/2"x1 1/2"x20' must be ASTM A992 Grade 50. No Primer required.

3.11 Fasteners, 3/4" Bolts, Nuts, and Washers

3.11.1 3/4" Bolts, Nuts, and Washers must be A325.

3.12 Fabrication charge

3.12.1 All dimensions on attached drawings.

4. CONTRACT AWARD:

REQUEST FOR QUOTATION
09-22-B142 Summers County Spread Racks

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

4.2 Pricing Page: Vendor should complete the Pricing Page by including the unit price and the extended amount per item. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 15 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 20414 State Route 12 Hinton, WV 25951.

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

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

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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

REQUEST FOR QUOTATION
09-22-B142 Summers County Spread Racks

original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

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.
- 7.1.4 Failure to remedy deficient performance upon request.

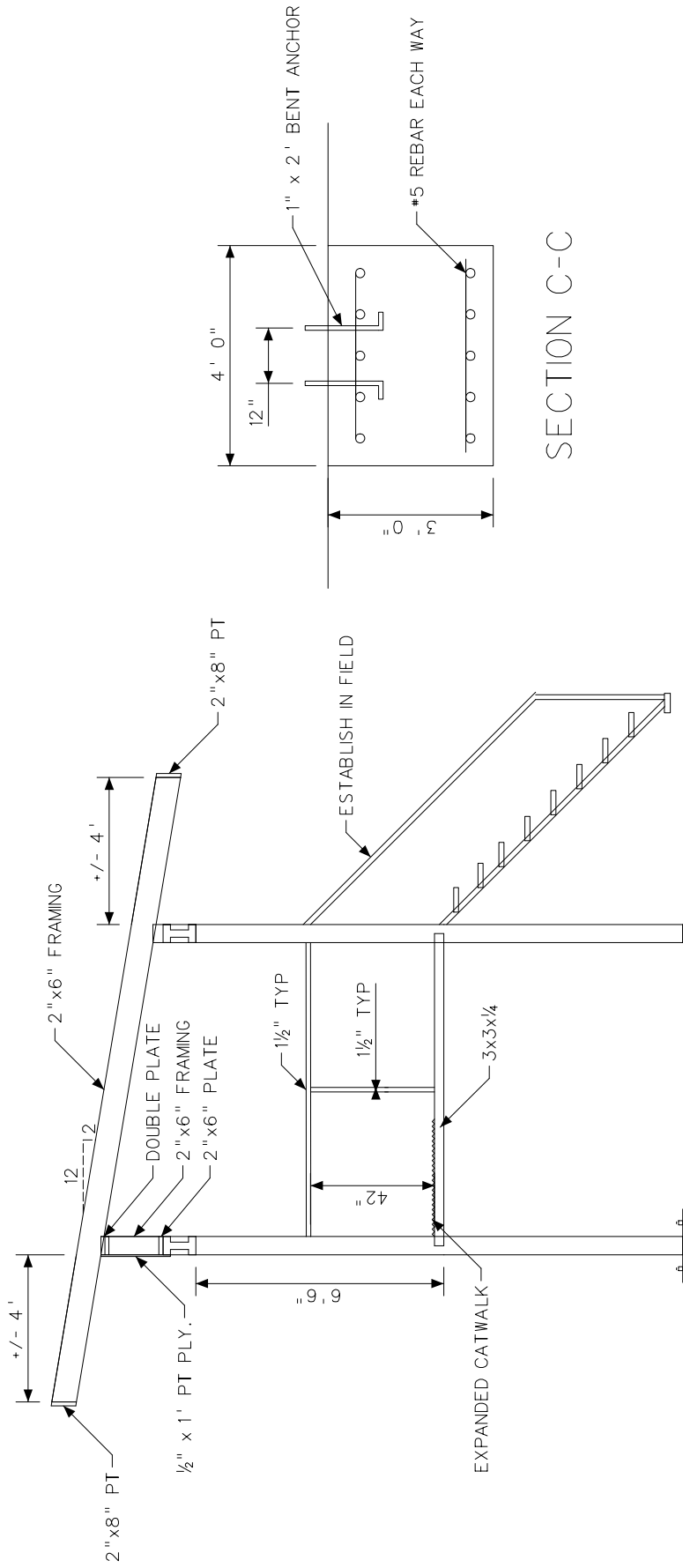
7.2 The following remedies shall be available to Agency upon default.

- 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.

Exhibit A
09-22-B142

Item Number	Quantity	Unit of Measure	Description	Unit Price	Extended Amount
1	3516.33	Pounds	14 EA. W10x22x11'5" per Drawing (ASTM A992 GR.50)		\$ -
2	391.6	Pounds	8 EA. Angle, 3x5x1/4x7'5" per Drawing (ASTM A992 GR.50)		\$ -
3	976.36	Pounds	4 EA. HSS6x6x1/4"x12'10" per Drawing (ASTM A500 GR. 46)		\$ -
4	2929.08	Pounds	12 EA. HSS6X6X1/4x12'10" per Drawing (ASTM A500 GR. 46)		\$ -
5	1161.6	Pounds	16 EA. PL 3/4"x16"x16" per Drawing (ASTM A36 GR.36)		\$ -
6	112.35	Pounds	44 EA. PL 3/8"x4"x8" per Drawing (ASTM A36 GR. 36)		\$ -
7	20.4	Pounds	16 EA. PL 1/4"x6"x6" per Drawing (ASTM A36 GR.36)		\$ -
8	184	Pounds	5 EA. Expanded Metal, 1/4"x11"x8' (3/4"x#9) per Drawing		\$ -

9	940	Pounds	5 EA. Angle Iron, 3"x3"x1/4"x20' (ASTM A992 GR.50)	\$	-
10	468	Pounds	10 EA. Angle Iron, 1 1/2"x1 1/2"x20' (ASTM A992 GR.50)	\$	-
11	1	Each	All Fasteners required	\$	-
12	1	Each	Fabrication Charge	\$	-
TOTAL					
			**Pricing must include delivery to the address listed in section 6.1 of the specifications	\$	-



SECTION B-B
DETAILED

SECTION C-C

PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL				
PM524B	N/A	9	SUMMERS	2	4

NO.	REVISION	DATE	BY	WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING		SUMMERS COUNTY SPREADER RACK		SHEET	
				DESIGNED CFB	CHECKED ---	DATE 2/22	DATE 1/21	DESIGNED ---	CHECKED ---
									2 OF 4
									DESIGN NUMBER XXXX

PLAN SHEET

SUMMERS COUNTY
SPREADER
RACK

DATE
1/21

CHECKED

DATE
2/22

DESIGNED
CFB

CHECKED

DATE
3/22

DESIGNED
EDE

CHECKED

DATE
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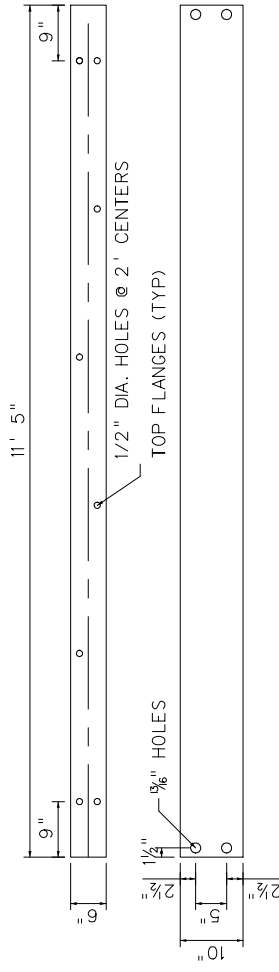
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PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL				
PM524B	N/A	9	SUMMERS	3	4



(FOURTEEN) BEAM - MK 1B1



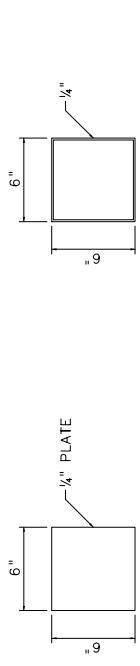
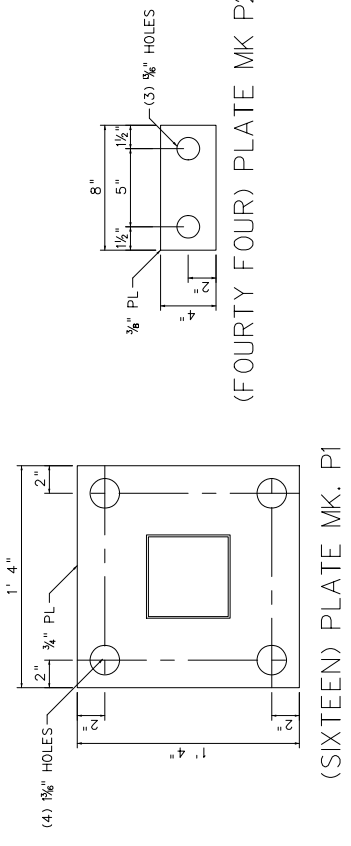
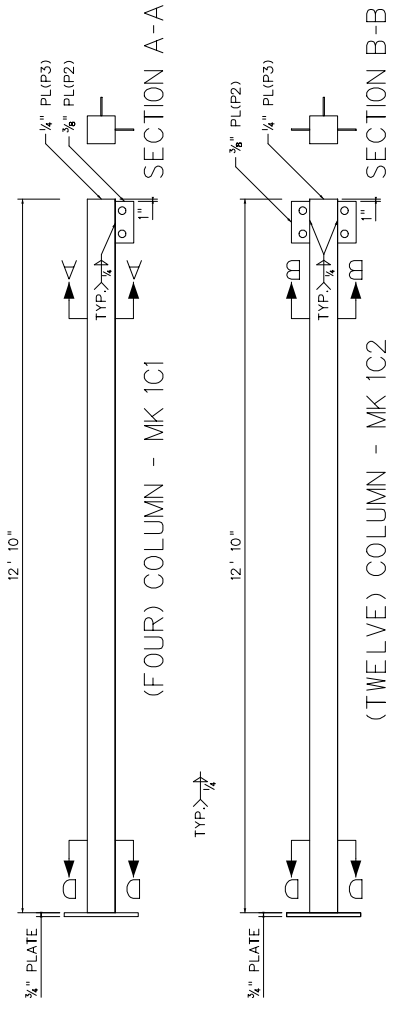
(EIGHT) BEAM - MK 1B2

NO.	REVISION	DATE	BY	WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING	DESIGNED CFB	CHECKED ---	DATE	DATE	SUMMERS COUNTY SPREADER RACK	SHEET 3 OF 4 DESIGN NUMBER XXXX
							2/22	1/21		

PROJECT NUMBERS		DISTRICT	COUNTY	SHEET NO.	TOTAL
STATE	FEDERAL	9	SUMMERS	4	4
PM524B	N/A				

MK	QTY	DESCRIPTION	LENGTH		REMARKS	WEIGHT (LBS)
			FEET	INCHES		
1B1	14	W10 x22	11	5	ASTM A992 GR. 50	3516.33
1B2	8	3 x 5 x 1/4	7	5	ASTM A992 GR. 50	391.60
1C1	4	HSS6 x 6 x 1/4	12	10	ASTM A500 GR. 46	976.36
1C2	12	HSS6 x 6 x 1/4	12	10	ASTM A500 GR. 46	2929.08
P1	16	PL 3/4 x 16	0	16	ASTM A36 GR. 36	1161.60
P2	44	PL 3/8 x 4	0	8	ASTM A36 GR. 36	112.35
P3	16	PL 1/4 x 6	0	6	ASTM A36 GR. 36	20.40
EM	5	PL 1/4 x 11	8	0	EXPANDED METAL	184.00
AI1	5	3 x 3 x 1/4	20	0	ANGLE IRON	940
AI2	10	1 1/2 x 1 1/2 x 1/4	20	0	ANGLE IRON	468

NOTE: INCLUDE ALL 3/8" STRUCTURAL BOLTS, WASHERS, AND NUTS (A325)
ALL STRUCTURAL STEEL TO BE COATED WITH RED PRIMER



(FOURTY FOUR) PLATE MK P2 (SIXTEEN) PLATE MK. 3 COLUMN CROSS SECTION

(SIXTEEN) PLATE MK. P1

NO.	REVISION	DATE	BY	WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS ENGINEERING	DESIGNED	CFB	DATE	CHECKED	DATE	DATE	SUMMERS COUNTY SPREADER RACK	COLUMN SHEET
					3/22	---	1/21	---	1/21	SHEET		
						EDE	3/22	---	---	---	4	4
											DESIGN NUMBER	XXXX



**State of West Virginia
Agency Request for Quote
Equipment**

Proc Folder: 1098521			Reason for Modification: Addendum 3
Doc Description: Addendum 3: Fabrication of a spreader rack for District 9			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-27	2022-10-04 14:30	ARFQ 0803 DOT2300000011	4

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-260
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000008474
Vendor Name : Francis Enterprises, Inc.
Address : P.O Box 2284 Westover, WV 26502
Street : 20 Monongahela Avenue, Suite 1
City : Westover
State : WV **Country :** US **Zip :** 26501
Principal Contact : Mark Cyphert
Vendor Contact Phone: 304-296-8331 **Extension:** 201

FOR INFORMATION CONTACT THE BUYER
 Amber J Heath
 304-414-7105
 amber.j.heath@wv.gov

Vendor Signature X *Mark F. Cyphert* **FEIN#** 550647197 **DATE** *4 Oct 2022*

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

ADDITIONAL INFORMATION

ADDENDUM 2:

MODIFY QUANTITY OF COMMODITY LINE

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	(14 each) W10x22x11'5"	3516.33000	LB	1.20	\$4,219.60

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description:
(14 each) W10x22x11'5"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	(8 each) Angle, 3x5x1/4x7'5"	391.60000	LB	1.58	\$618.73

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description:
(8 each) Angle, 3x5x1/4x7'5"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	(4 each) HSS 6X6X1/4"X12'10"	976.36000	LB	1.36	\$1,327.85

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description:
(4 each) HSS 6X6X1/4"X12'10"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	(12 each) HSS 6X6X1/4X12'10"	2929.08000	LB	1.36	\$3,983.55

Comm Code	Manufacturer	Specification	Model #
30101704			

Extended Description:
(12 each) HSS 6X6X1/4X12'10"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	(16 each) PL 3/4"X16"X16"	1161.60000	LB	2.23	\$2,589.03

Comm Code	Manufacturer	Specification	Model #
30264000			

Extended Description:
(16 each) PL 3/4"X16"X16"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	(44 each) PL 3/8"X4"X8"	112.35000	LB	4.83	\$542.65

Comm Code	Manufacturer	Specification	Model #
30264000			

Extended Description:
(44 each) PL 3/8"X4"X8"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	(16 each) PL 1/4"X6"X6"	20.40000	LB	4.45	\$90.78

Comm Code	Manufacturer	Specification	Model #
30264000			

Extended Description:
(16 each) PL 1/4"X6"X6"

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	(5 each) Expanded Metal, 1/4"x11"x8' (3/4"x#9)	184.00000	LB	1.20	\$220.80

Comm Code	Manufacturer	Specification	Model #
30264000			

Extended Description:
(5 each) Expanded Metal, 1/4"x11"x8' (3/4"x#9)

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	(5 each) Angle, 3"x3"x1/4"x20'	940.00000	LB	0.63	\$592.20

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description:
(5 each) Angle, 3"x3"x1/4"x20'

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	(10 each) Angle, 1 1/2"x1 1/2"x20'	468.00000	LB	1.18	\$552.24

Comm Code	Manufacturer	Specification	Model #
30101504			

Extended Description:
(10 each) Angle, 1 1/2"x1 1/2"x20'

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	All Fasteners Required	1.00000	LS	737.56	\$737.56

Comm Code	Manufacturer	Specification	Model #
31161600			

Extended Description:
All Fasteners Required

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT NINE 146 STONEHOUSE RD LEWISBURG WV US		DIVISION OF HIGHWAYS DISTRICT NINE SUMMERS COUNTY HEADQUARTERS 20414 STATE RT 12 HINTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Fabrication and Paint	1.00000	OR	9567.14	\$9,567.14

Comm Code	Manufacturer	Specification	Model #
72101507			

Extended Description:
Fabrication and Paint

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due at 10am ET	2022-09-14

	Document Phase	Document Description	Page
DOT2300000011	Final	Addendum 3: Fabrication of a spreader rack for District 9	8

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions