



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 547801
Solicitation Description : Guardrail Parts D6
Proc Type : Agency Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-23 13:30:00	SR 0803 ESR05201900000005316	1

VENDOR
000000223726 Trinity Industries Inc

Solicitation Number: ARFQ 0803 DOT1900000048

Total Bid : \$9,406.46 **Response Date:** 2019-05-20 **Response Time:** 15:57:38

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	buffered guardrail ends	16.00000	EA	\$39.310000	\$628.96

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	16 ea buffered guardrail ends
-------------------------------	-------------------------------

Comments: 10/50 acceptance terms

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	guardrail panels (13'6")	50.00000	EA	\$67.910000	\$3,395.50

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	50 pcs guardrail panels 13'6" which is equal to 680 ft
-------------------------------	--

Comments: 10/50 acceptance terms

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	guardrail posts	100.00000	EA	\$40.520000	\$4,052.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description :	100 ea guardrail posts
-------------------------------	------------------------

Comments: 10/50 acceptance terms

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	1.25" bolts	1000.00000	EA	\$0.280000	\$280.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 1000 ea bolts 1.25" for guardrail

Comments: 10/50 acceptance terms

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	2" bolts	1000.00000	EA	\$0.770000	\$770.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 1000 ea 2" bolts for guardrail

Comments: 10/50 acceptance terms

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Nuts	1000.00000	EA	\$0.280000	\$280.00

Comm Code	Manufacturer	Specification	Model #
30121717			

Extended Description : 1000 ea nuts for guardrail

Comments: 10/50 acceptance terms

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

PREPARED FOR

DUSTY J SMITH
 WEST VIRGINIA DOH (810879)
 FINANCE DIV-ACCOUNTS PAY
 BUILDING 5 ROOM A-228
 CHARLESTON, WV 25305

SALES CONTACT

ALEXANDRA PRIPUTEN
 2525 STEMMONS FREEWAY
 DALLAS, TX 75207
 PHONE:
 EMAIL: ALEXANDRA.PRIPUTEN@TRIN.NET

QUOTATION INFORMATION

QUOTE TYPE: PROJECT
INFORMATION: VARIOUS
 ARFQ 0803
 DOT1900000048
 GC:

COMMENTS:

DELIVERY INFORMATION

DESTINATION TYPE: YARD
SHIP VIA: TRUCK
FREIGHT: INCLUDED
ADDRESS: DIVISION OF HIGHWAYS
 1 DOT DR

MOUNDSVILLE, WV 26041

USE STATE: WEST VIRGINIA

PI	DESCRIPTION	QTY	UOM	UNIT PRC	EXT PRC	EXT WT#
1	12/12'6/3'1.5/S HEADER PART # 0011G <i>To Include</i> 50 11G 12/12'6/3'1.5/S	50.00	EA	67.91	3,395.50	4,750.00
2	12/BUFFER/ROLLED HEADER PART # 00850G <i>To Include</i> 16 850G 12/BUFFER/ROLLED	16.00	EA	39.31	628.96	348.80
3	6'0 POST/8.5/DDR HEADER PART # 00533G <i>To Include</i> 100 533G 6'0 POST/8.5/DDR	100.00	EA	40.52	4,052.00	5,366.00
4	5/8"X1.25" GR BOLT HEADER PART # 003360G <i>To Include</i> 1,000 3360G 5/8"X1.25" GR BOLT	1,000.00	EA	0.28	280.00	190.00
5	5/8" GR HEX NUT HEADER PART # 003340G <i>To Include</i> 1,000 3340G 5/8" GR HEX NUT	1,000.00	EA	0.28	280.00	170.00
6	5/8"X2" GR BOLT HEADER PART # 003400G <i>To Include</i> 1,000 3400G 5/8"X2" GR BOLT	1,000.00	EA	0.77	770.00	230.00

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

QUOTE TOTAL PRICE: 9,406.46

QUOTE TOTAL WEIGHT (LBS): 11,054.80

ESTIMATED TRUCK TOTAL (46,500 LBS EA): 0.24

ALL PRICES ARE IN USD

Pricing based on truckload quantities only. If material quantities are not increased or not combined with another load to equal a full truckload, a light truck charge may be applied during invoicing.

QUALIFICATIONS:

ACCEPTANCE AND DELIVERY INFO:

This quote is offered for your acceptance on or before the Quote Expiration Date of 5/26/2019 with shipment release at the time of acceptance and delivery complete by 7/15/2019.

The prices shown are quoted F.O.B Origin with freight INCLUDED.

Upon delivery, all material subject to TRINITY HIGHWAY PRODUCTS, LLC storage Stain Policy No, LG-002.

This Sales Quotation is subject to the Terms and Conditions of Sale attached hereto. Prices are subject to increase at the time of shipment resulting from material, freight or processing cost escalation. If the shipment is deferred beyond the quoted date (s) for any reason, quoted prices are subject to increase. Order acceptance contingent upon material availability, credit approval, and shipping space availability at the time of order placement. Any sales order(s) entered into by the Buyer and TRINITY HIGHWAY PRODUCTS, LLC ("Seller") will be governed by a Purchase Order Acknowledgement issued by Seller and accepted by Buyer and the terms and conditions set forth in the Purchase Order Acknowledgment.

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

TRINITY HIGHWAY PRODUCTS, LLC FORM 4 TERMS AND CONDITIONS OF SALE 2/19/2018

- 1. ET PLUS SYSTEM PURCHASES:** If purchasing an ET PLUS System, Customer acknowledges that it is aware of allegations that have been made concerning the in-service performance of the ET PLUS System and that information on this topic is available on FHWA's website at <https://www.fhwa.dot.gov/guardrailsafety/index.cfm>
- 2. ACCEPTANCE OF QUOTATION:** Trinity Highway Products, LLC ("Seller") shall be bound exclusively and solely by these terms and conditions (the "Terms of Sale"). The Terms of Sale hereby expressly limits Customer's acceptance to the terms, conditions or instructions stated in the quotation or purchase order acknowledgement (together, the "Proposal"), and any additional or differing terms, conditions or instructions proposed in Customer's acceptance, acknowledgment, confirmation, sales or purchase order (herein collectively referred to as "Customer's Documents") are hereby rejected unless expressly assented to in writing by Seller. No contract shall be formed except upon the terms and conditions of the Proposal and only after approval by the Seller's credit department. Acceptance of the Proposal is limited to its terms. Customer's acceptance will be operative but only in accordance herewith. No terms or conditions embodied in any prime or other third party contracts that pertain to the goods being sold hereunder ("Goods") shall be applicable to the Seller, the Terms of Sale, or the sale of Goods hereunder unless expressly agreed to in writing by Seller. These Terms of Sale take precedence over any differing or contrary terms that may appear in Seller's Proposal or Customer's acceptance.
- 3. SPECIFICATIONS, CHANGES AND INSPECTION:** In the event that it shall become commercially impractical for Seller to secure materials required for manufacture of the Goods identified in the Proposal in exact accordance with specification requirements by reason of government regulations or by reason of priorities given to defense orders or for any other reason beyond the control of Seller, Seller shall be entitled to make changes in the specifications which do not materially affect the strength or efficiency of the Goods. Specification changes by the Customer subsequent to submission of Seller's Proposal shall be binding on Seller only when set forth in a written agreement signed by both parties specifying the changes and the price adjustment therefor. Customer may inspect the Goods during manufacture at Seller's plant upon Customer's prior notice to Seller and Seller's approval. Upon completion of all or any portion of the Goods, Customer may arrange for final inspection thereof at Seller's plant. If requested by Seller, Customer shall execute a Certificate of Inspection and Acceptance covering all Goods found to be completed in accordance with the specifications and Customer shall deliver the executed Certificates to Seller. Each inspection Certificate, when signed by the Customer and with respect to Goods covered thereby, shall be final and conclusive confirmation that such Goods conform in workmanship, material and construction, and in all other respects, to the requirements and provisions of the Proposal.
- 4. DRAWINGS AND SPECIFICATIONS:** No drawings, specifications, or other data submitted to Seller with Customer's bid forms shall be made a part of Seller's Proposal unless specifically referred to in the Proposal and then subject to, and only to the extent of, any restrictions, limitations or other provisions set forth in the Proposal.
- 5. DELIVERY:** If a date, period, or time for delivery of the Goods is set forth in the Proposal, it is an estimate only and is subject to and conditioned upon the date of Customer's acceptance without exception of the Proposal, timely receipt by Seller of Customer's deliverables (including, without thereby limiting survey data, dimensions, engineering data and other engineering, shop or detail drawings specifications, and materials), Seller's ability to secure raw materials to enable Seller to meet production requirements for the Goods, as well as any other Goods on order which precede the subject Goods in Seller's production schedule and delays due to strikes, shortages in skilled labor, fires, accidents or any other causes or contingencies beyond Seller's control ("Delay Event"). Delay in delivery of all or any portion of the Goods that is not due to Seller's willful act shall not constitute a default under the Proposal. Seller shall not be under any obligation to arrange for shipment and acceptance of any required raw materials in advance of Seller's actual needs as determined in Seller's sole discretion. Customer acknowledges that delivery delays occasioned by a Delay Event may be longer than the Delay Event itself due to Seller's production scheduling for the Goods and other Goods on order by third parties. The Goods are sold ex works, Seller's manufacturing facility (INCOTERMS 2010) even though transportation costs may be included in the price stipulated. Risk of loss of the Goods shall pass to the Customer upon delivery to the carrier at the Seller's manufacturing facility. Neither the Customer nor the consignee of the Goods shall have the right, without Seller's prior written agreement, to divert or re-consign any shipment to any destination other than as specified by the Seller in the bill of lading covering the Goods.
- 6. QUANTITY:** The quantity of Goods set forth in the Proposal will not be exceeded without authority being first obtained from Customer or Customer's authorized agent. Customer reserves the right to return over-shipments.

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

7. ACCEPTANCE AND TERMS OF PAYMENT: Unless otherwise agreed in writing, Customer agrees to accept delivery of all or any portion of the Goods as they are completed and delivered to Customer. Customer shall pay in accordance with the Proposal, or in the alternative, unless otherwise not provided for in the Proposal, the full amount of the purchase price upon delivery of the Goods, or a portion of the total thereof to the carrier at Seller's manufacturing facility, and upon presentation by Seller of an invoice for the Goods delivered and covered by the Proposal, and a bill of lading showing shipment of the Goods. To secure Customer's fulfillment of its obligations to Seller under the Proposal, Customer hereby grants to Seller a security interest in the Goods delivered and the products, proceeds and accessions of and to any of the Goods, together with all right, title and interest of Customer therein and all rights and remedies which Customer might exercise with respect thereto but for the security interest granted. Customer acknowledges that the Proposal, including these terms and conditions shall constitute a security agreement between the parties.

8. TAXES: The quoted purchase price for the Goods does not include any international, federal, state or local sales, use or related taxes, however designated or imposed, and any such sales, use or similar tax arising out of this transaction shall be for Customer's account.

9. CANCELLATION: Customer may not cancel Customer's purchase order after Customer's acceptance of Seller's Proposal except with Seller's consent and subject to conditions at such time agreed upon which shall include protection of the Seller against any loss, credit or expense incurred or expected to be incurred.

10. MODIFICATIONS: The Proposal, including these Terms of Sale, shall not be modified unless such modification is written and signed by both parties.

11. NON DISCLOSURE: Customer agrees not to disclose to any third party (other than Customer's legal counsel, financing entity or Prime Contractor) any of the terms or prices set forth in the Proposal, including these terms and conditions, Customer's Documents, or the information received from Seller in either negotiating for a sale of the Goods or in the performance of the Proposal. This obligation shall survive delivery of the Goods. The obligations set forth in this provision shall not apply to any information, data, or design which Customer can show it possessed prior to its disclosure by Seller, was or has become available to the public domain, or is subsequently provided to it by another party having the right to possess and disclose the information, data or designs.

12. NON WAIVER: Neither party's failure to require performance of any term, condition or instruction, or to exercise any right or privilege set forth in the Proposal, including these terms and conditions, shall be nor act as a waiver of any term, condition, instruction, and/or any right or privilege under the Proposal including these terms and conditions, nor shall forbearance or failure of either party to enforce any right hereunder affect, impair or waive any rights in case a default by the other party continues, or in case any subsequent default by such party occurs.

13. ASSIGNMENT: Neither party shall assign any right, obligation or interest in the Goods or the Proposal without the express written consent of the other party.

14. PATENTS: With respect to Goods manufactured by Seller in accordance with Seller's specifications which are unmodified in any way by customer, Seller shall defend at its own expense any suit or proceeding brought against Customer based on a claim that the Goods constitute an infringement of any apparatus claim of any patent of the United States granted prior to the effective date of the quotation, if Seller is notified promptly in writing and is given authority, information and assistance by Customer for the defense of same. Seller shall pay all damages and costs awarded therein against Customer. in the event the Goods are held in such suit to constitute infringement and their use enjoined, Seller shall at its' own expense and at its' option, either: (i) procure for Customer the right to continue using the Goods, (ii) replace the Goods with non-infringing Goods, (iii) modify the Goods so as to become non-infringing or (iv) refund the purchase price of the Goods found to be infringing. The foregoing sets forth the entire liability of Seller by way of infringement, whether patent or trademark or the like, with respect to the Goods. Seller shall have no liability for infringement, whether patent or trademark or the like, with respect to the Goods, or any part or portion thereof, which are manufactured, supplied or obtained according to Customer's design or specification; and as to such Goods, or any part or portion thereof, Seller assumes no liability whatsoever for infringement, whether patent or trademark or the like. Further, to the extent of Goods which are manufactured, supplied or obtained according to customer's design, specification, or specification modifications, Customer agrees to hold harmless, defend, and indemnify Seller against any claims by way of infringement or of infringement of patent or trademark or the like, that arise out of compliance with such design, specification, or specification modifications.

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

15. **WARRANTY:** Seller warrants to Customer, during the Warranty Period, that the Goods (a) will be manufactured in compliance with the applicable specifications (excepting from such warranty any items manufactured or supplied to the Customer's design and specifications) and (b) Goods will be free of defects in raw materials and Seller's workmanship; provided, however, that Seller's obligation hereunder shall not cover or apply to any part of or attachment to the Goods not manufactured by Seller. To the extent available, and in accordance with the terms thereof, Seller will make available to Customer, upon Customer's written request, any warranty from the manufacturer of any such part or attachment not manufactured by Seller that is a part of the Goods. Seller's obligation under this warranty with respect to Goods it manufactures shall be limited to repairing or replacing, at a shop selected by Seller, any of the Goods, or part or parts thereof, which shall, within the one year period after delivery (the "Warranty Period"), be returned to Seller by Customer with transportation charges prepaid and which Seller's examination shall disclose to its satisfaction to have been thus defective. The warranties above shall not apply under any circumstances to corrosion of any type, irrespective of the cause, or normal wear and tear; or Goods that are misused; improperly installed or stored; comingled with other goods or parts or components not authorized by Seller; altered, involved in an accident or are otherwise damaged, improperly or deficiently maintained, tampered with, physically abused, or otherwise used contrary to applicable regulations, as amended, and Seller specifically disclaims any and all warranties, express or implied, in connection therewith and Customer shall have no recourse to Seller therefor.

Customer acknowledges and agrees that Seller has made no affirmation of fact or promise relating to the Goods, other than as specifically set forth in the quotation, that has become any basis of this bargain or created or amounted to an express warranty that the Goods would conform to any such affirmation or promise and that no sample or model has been made part of the basis of the quotation or has created or amounted to an express warranty that all of the goods would conform to any sample or model exhibited by Seller. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER, AND CUSTOMER AGREES TO ACCEPT THE GOODS WITHOUT ANY WARRANTY EXCEPT AS SPECIFICALLY SET FORTH IN THE PROPOSAL, INCLUDING THESE TERMS AND CONDITIONS.

16. **INDEMNITY:** Customer agrees to defend, hold harmless and indemnify Seller and its affiliates, subsidiaries, related entities, officers, directors, shareholders, agents and employees (collectively referred to as the "Indemnitees"), from and against any and all causes of action, suits, debts, claims, liabilities, losses, damages, costs, including, but not limited to, attorneys' fees, court costs and expenses of whatever nature or kind, in law or in equity (collectively referred to as the "Loss"), incurred in the defense of the Indemnitees or otherwise, arising out of, or resulting from any act, error or omission of Customer, Customer's employees, agents or subcontractors, or any respective employee of any such agent or subcontractor, and attributable to any bodily or personal injury, death, destruction of or damage to real or personal property, including the loss of use thereof.

17. **LIMITATION ON DAMAGES:** IN NO EVENT SHALL SELLER OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, COVER, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM OR IN CONNECTION WITH ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

18. **ENTIRE AGREEMENT:** The Proposal, including these Terms of Sales, contain the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, presentation, promise, inducement or understanding of any kind of nature not set forth herein. Any reference to Customer's purchase order or other order does not imply acceptance of any term, condition or instruction contained in such purchase order or order.

19. **COMPLIANCE WITH LAW.** Customer represents and warrants that it conducts its business in all respects in compliance with all applicable laws, statutes and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.S. Export Administration Act and all other applicable anti-bribery, anti-corruption, customs, import, export, and sanctions laws. Customer agrees that Seller may audit Customer's books and records to verify such compliance and to indemnify and hold Seller harmless from any and all liability, claims, civil fines and penalties, including reasonable costs, fees and settlements which may arise out Customer's non-compliance with such laws, statutes and regulations.

20. **APPLICABLE LAW:** THE PROPOSAL, INCLUDING THESE TERMS OF SALE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

21. **NO INSTALLATION:** UPON REQUEST, SELLER MAY PROVIDE CONSULTATION REGARDING PRODUCT ASSEMBLY DURING PRE-INSTALLATION ACTIVITIES, OR MAY RESPOND TO QUESTIONS DURING ACTUAL PRODUCT INSTALLATION. HOWEVER, NO INSTALLATION LABOR IS PROVIDED BY SELLER. CUSTOMER HEREIN ACKNOWLEDGES THAT AN ASSEMBLY MANUAL IS AVAILABLE EITHER ON REQUEST OR ON SELLER'S WEB SITE AT <http://www.trinityhighway.com/>

Sales Quotation

QUOTE #: Q-20920

VERSION #: 2

EXPIRATION: 5/26/2019

PHONE: 1-888-356-2363

EMAIL: GUARDRAILSYSTEMS.SALES@TRIN.NET



TRINITY HIGHWAY PRODUCTS, LLC

ITEM	QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL
3.1.1	16	EACH	GUARDRAIL BUFFER END SECTIONS	\$39.31	\$628.96
3.1.2	50	EACH	GUARDRAIL PANELS 13.6" (50 PCS)	\$67.91	\$3,395.50
3.1.3	100	EACH	STEEL GUARDRAIL POSTS	\$40.52	\$4,052.00
3.1.4	1000	EACH	BOLTS 1.25"	\$0.28	\$280.00
3.1.5	1000	EACH	BOLTS 2"	\$0.77	\$770.00
3.1.6	1000	EACH	NUTS	\$0.28	\$280.00
GRAND TOTAL					\$9,406.46