

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFO NUMBER
857C2001

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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON 304-558-2402

VENDOR

*918145155 336-854-7712
 SKIDRIL INC
 PO BOX 8041
 GREENSBORO NC 27419

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2006				

BID OPENING DATE: **07/26/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-</p>						

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<p>QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p style="text-align: center;">BIDDER: -----</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO.: 857C2001		
				BID OPENING DATE AND TIME		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	336-674-6690	
				CONTACT PERSON (PLEASE PRINT CLEARLY):	Karen Kenrick	
				***** THIS IS THE END OF RFQ 857C2001 ***** TOTAL:		127,185.00

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SCOPE OF CONTRACT

The purpose of this Contract shall be to supply WVDOH maintenance personnel with breakaway coupling accessories designed to be used for the installation of galvanized u-channel and square tube sign supports, and to decrease repair time associated with damaged sign supports.

SPECIFICATIONS FOR ITEMS**Breakaway U-Channel / Square Tube Mounting Devices and Related Components (Items 1-18):**

These items shall be for a complete Breakaway U-Channel or Square Tube Mounting Device system and replacement parts for such. The complete breakaway device system supplied shall meet the following specifications:

I. General Description:

The coupling device shall enable the user to connect either 2 # per foot or 3 # per foot flanged "U-channel" or square tubing to a square anchor, which shall be imbedded in asphalt, soil, in an existing concrete island or sidewalk, or set in poured concrete. The device shall be designed to withstand cyclic loading (allowing for bending beyond 12%), yet break away safely on impact. The device shall be designed to not fail due to wind loading prior to failure of the sign support.

II. Function:

The objective of the coupler shall be to ensure a signpost will release from an anchor upon impact from a motor vehicle.

Vehicle damage should be minimized, as should be the risk to pedestrians after the post has been impacted. As a minimum, the device should incorporate the following features:

1. The coupler shall be designed to shear or yield at any angle of incidence (360 degrees), with a constant amount of force, irrespective of vehicle velocity.
2. The coupler shall function effectively, independent of the sequence in which the fasteners are tightened, with the sole function of the fasteners being to secure the sign post to the coupler and the coupler to anchor.
3. Upon impact, no shard of metal shall be left above grade. The anchor shall be automatically plugged to prevent any foreign matter or debris from entering, and ensure protection from a trip or fall accident.
4. No special tools such as torque wrenches or the like shall be required for effective installation or replacement of the coupler.
5. The coupler shall enable the sign installer to attach the signpost to an anchor within a five-minute period, after a knock down.
6. When damaged by a direct wheel impact, or vehicle under carriage the coupler shall facilitate re use of anchor.

III. Anchor

a. Asphalt or soil applications:

The coupler shall attach to a 2-1/2" O.D. x 8" long heavy duty anchor. The anchor shall incorporate a crescent shaped tab completely around the top end such that the tab will sit flush on the road surface when completely driven, and will aid to seal the driven hole from moisture and debris. The bottom end of the anchor shall be designed to allow a 2" O.D. 1/4" wall seamless telescopic square tube (extension) with no perforations, 80,000 PSI yield strength, to slide into the end. The anchor shall be tapered on the inside to allow the 2" O.D. square tube (extension) to slide into the bottom end of the anchor 4". The extension to be used for asphalt applications shall be 12", and shall be 26" for soil applications. The anchor shall be driven flush with grade.

b. Existing concrete applications:

-Installation shall be accomplished by first core drilling a hole, which is roughly equivalent to the diagonal dimension of the anchor (3.0")

-The anchor used shall be the heavy duty anchor described in part a. above. No square tube extension shall be required to be used for concrete applications.

-The anchor shall be driven flush with grade.

IV. Coupler attachment

a. The coupler shall attach to the flush (with grade) anchor by slide-ably fitting inside.

b. The coupler shall incorporate a wedge locking feature, which applies equal and opposite force directly to two opposing side walls of the anchor, by tightening one internally located 1/2" bolt (grade 8).

c. The signpost shall be attached to the coupler by use of one standard 5/16" Grade 8 bolt.

d. The coupler shall allow for attachment to a standard perforated square anchor which has been driven flush with grade.

V. Shear Feature

The coupler shall incorporate a hollow bi-conical shear section, which enables the top post to separate from the anchor, and provide a seat for the center locking bolt.

-The coupler shall break cleanly and reliably at grade without leaving any sharp pieces of metal above grade, to prevent trip or fall hazards.

-The coupler material shall provide for a minimum bending (elongation) of 12% prior to fracture.

-Upon impact the anchor shall remain undamaged with the inside of the anchor plugged

-In the event of a knock down the anchor plug shall be removable and the signpost temporarily installed without a coupler when using 2" square tube post.

-After a knock down the lower portion of the coupler (wedge and bolt) shall be re-useable.

VI. Components

The coupler should be essentially a one-piece unit after assembly. Individual components to consist of:

- a. Upper (shear) section
- b. Lower (wedge) section
- c. Fastener (1/2" grade 8, flanged bolt)

VII. Materials

Protective Coating:

-Exterior grade (UV protected) powder coating.

Materials:

-(ASTM A536 65-45-12, certified, aluminum alloys are not permissible.)

VIII. MINIMUM SALIENT FEATURES

1. Full 360 degree break away shear point.
2. Flush Break
3. Plugged anchor after impact
4. Wedge lock anchor attachment
5. 100% anchor reusability
6. Fasteners to play no roll in function of break-away feature
7. No special tools required
8. 5 minute or less replacement after knock down
9. No shards of metal remain above grade following impact – trip hazard protection
10. Facilitates the use of tamper resistant fasteners
11. Coupler to enable the use of the following post types with one standardized anchor:
 - 2 and 3 lb. per foot u-channel
 - 2" and 2.25" square tube
12. Coupler shear feature to enable anchor re-use when subjected to a direct wheel or under carriage impact.
13. Lower half of coupler (wedge portion) to be reusable after an impact.

The general design of the components of the system shall be as shown in the attached drawings.

Shank for post driving accessories to be used with Skidril Model DH203 hydraulic drill/driver (Item 19): This item shall be a 7/8" x 4-1/4" shank, and shall be modified to incorporate the compressed air feature incorporated in the Skidril Model DH203 drill/driver. This item does not include driving accessories to be attached to the shank. In addition, the shank supplied shall also meet the following minimum requirements:

- Machining Tolerance +/- 0.010" min.
- Shank material shall be S7 tool steel
- Shank material shall be heat treatment/hardness tested to R50C
- Shank material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that the shank to be supplied is manufactured to meet the above requirements, as well as proof of certification that the use of the shank to be supplied with the Skidril Model DH203 drill/driver will not void any warranties in place between the WVDOH and Skidril applying to Model DH203 drill/drivers purchased by the WVDOH.

Rod for "rope" type drill bit accessories to be used with Skidril Model DH203 hydraulic drill/driver (Item 20): This item shall be a 7/8" x 18" rope-rod, and shall be modified to incorporate the compressed air feature incorporated in the Skidril Model DH203 drill/driver. This item does not include drill bits to be attached to the rod. In addition, the rod supplied shall also meet the following minimum requirements:

- Machining Tolerance +/- 0.010" min.
- Rod material shall be S7 tool steel
- Rod material shall be heat treatment/hardness tested to R50C
- Rod material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that the rod to be supplied is manufactured to meet the above requirements, as well as proof of certification that the use of the rod to be supplied with the Skidril Model DH203 drill/driver will not void any warranties in place between the WVDOH and Skidril applying to Model DH203 drill/drivers purchased by the WVDOH.

Shank for post driving accessories to be used with Skidril Model BG231 gas driver (Item 21): This item shall be a 1-1/4" x 6" shank, and shall be designed specifically to be used with the Skidril Model BG231 driver. This item does not include driving accessories to be attached to the shank. In addition, the shank supplied shall also meet the following minimum requirements:

- Machining Tolerance +/- 0.010" min.
- Shank material shall be S7 tool steel
- Shank material shall be heat treatment/hardness tested to R50C
- Shank material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that shank to be supplied is manufactured to meet the above requirements, as well as proof of certification that the use of the shank to be supplied with the Skidril Model BG231 driver will not void any warranties in place between the WVDOH and Skidril applying to Model BG231 drivers purchased by the WVDOH.

Drive cap for use with powered driving equipment (Item #22): This item shall be for a drive cap designed and fabricated to be used with powered driving equipment, and to be compatible with standard driving equipment shank sizes. In addition, the drive cap supplied shall be specifically designed to be used for driving the steel anchor to be supplied as part of the applicable Item numbers included within Item numbers 1-18. The drive cap supplied shall be manufactured to meet the following requirements:

- Ensures safe installation of flush mount sign post anchors (engages far enough to prevent driver from bouncing off anchor)
- Prevent damage to cross section of anchor (minimizes flaring or deformation, so breakaway connector inserts freely)
- Machining Tolerance +/- 0.010" min.
- material shall be S7 tool steel
- material shall be heat treatment/hardness tested to R50C
- material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that drive cap to be supplied is manufactured to meet the above requirements.

Manual drive cap (Item #23): This item shall be for a manual drive cap specifically designed to be used for driving the steel anchor to be supplied as part of the applicable Item numbers included within Item numbers 1-18. The drive cap supplied shall be manufactured to meet the following requirements:

- Ensures safe installation of flush mount sign post anchors (engages far enough to prevent driver from bouncing off anchor)
- Prevent damage to cross section of anchor (minimizes flaring or deformation, so breakaway connector inserts freely)
- Machining Tolerance +/- 0.010" min.
- material shall be S7 tool steel
- material shall be heat treatment/hardness tested to R50C
- material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that drive cap to be supplied is manufactured to meet the above requirements.

PURCHASE HISTORY REPORTS

As part of this Contract, the vendor shall be required to submit semi-annual purchase history reports to the WVDOH. The vendor should submit this report in a summarized spreadsheet format. The spreadsheet columns should be labeled in general conformance to the following:

PO NUMBER (*Use VISA doc. number if purchased on P-card*)

PURCHASE METHOD (*Indicate "Blanket Release Order" or "P-card"*)

QTY. LINE ITEM 1 ORDERED

QTY. LINE ITEM 2 ORDERED

.

.

QTY LINE ITEM "N" ORDERED (*N = number of line items on Contract*)

SHIPPING DESTINATION (*Indicate the city or town the order was shipped to*)

TOTAL VALUE OF ORDER

Each report shall include summary totals of the quantity of each line item ordered and the total value of all orders placed for both the period that the report covers and from the original effective date of the Contract. After award of the Contract, the first report the Vendor will be required to submit shall be for the first 180 days of the Contract, beginning at the original effective date of the Contract. The next report shall be for the period between the end of the period covered by the first report and the expiration date of the Contract, or the effective renewal date of the Contract. Reports shall continue to be submitted as described above for the life of the Contract. The due date for submission of reports shall be 15 days after the last day of the period covered by the report.

Preferably, the Vendor should submit all reports in Microsoft Excel format to Ted Whitmore's attention at e-mail address twhitmore@dot.state.wv.us. However, the Vendor may also submit reports to Ted Whitmore's attention at the following address:

WVDOH-Traffic Engineering Division

Bldg. 5 – Rm. A550

1900 Kanawha Blvd. East

Charleston, WV 25305

The Vendors reports shall include all purchases made, regardless of method of order placement (phone, fax, mail, internet). Failure to submit the above described reports may be grounds for cancellation of this Contract, and/or may result in a Vendor Complaint being registered with the State Purchasing Division.

MINIMUM ORDERS

There shall be no minimum order requirement for this contract.

DELIVERY

All prices bid shall be FOB destination. The attached list of delivery addresses represents the address of each District Sign Shop. The WVDOH reserves the right to specify additional delivery addresses in each District other than those listed.

The supplier shall be allowed thirty (30) calendar days A.R.O. for delivery. The WVDOH shall assess liquidating damages against the supplier for each day that any delivery of material is delayed beyond the thirty (30) day limit. Liquidated damages shall be in accordance with Table 108.7.1 of the West Virginia Division of Highways "Standard Specifications, Roads and Bridges, Adopted 2000". The total value of the Release Order shall be considered the "Original Contract Amount". The District may waive a portion or all of the late delivery charges at their discretion provided an ample supply of material is in stock at the District.

Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the delivery location indicated on the release.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased.

Item Number	Estimated Quantity	Description	Unit Cost	Total Cost	Inventory Class / Type / Subcode (DOH Use Only)
1	50	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 2 #/ft post in soil)	48.00	2400.00	NA
2	400	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 2 #/ft post in asphalt)	42.00	16,800.00	019 008 080251
3	800	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor (for use with 2 #/ft post in concrete)	37.00	29,600.00	019 008 080252
4	250	Breakaway U-Channel Mounting Device Replacement Top Shear Section with 5/16" bolt, for use with 2 #/ft post	21.00	5250.00	019 008 080253
5	50	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 3 #/ft post in soil)	48.00	2400.00	NA
6	400	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 3 #/ft post in asphalt)	42.00	16,800.00	019 008 080254
7	800	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor (for use with 3 #/ft post in concrete)	37.00	29,600.00	019 008 080255
8	250	Breakaway U-Channel Mounting Device Replacement Top Shear Section with 5/16" bolt, for use with 3 #/ft post	21.00	5250.00	019 008 080256

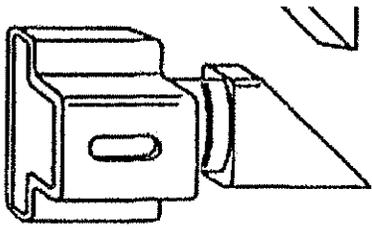
Item Number	Estimated Quantity	Description	Unit Cost	Total Cost	Inventory Class / Type / Subcode (DOH Use Only)
9	20	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 2" 12 GA or 14 GA post in soil)	48.00	960.00	NA
10	50	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 2" 12 GA or 14 GA post in asphalt)	42.00	2100.00	019 008 080257
11	100	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor (for use with 2" 12 GA or 14 GA post in concrete)	37.00	3700.00	019 008 080258
12	40	Breakaway Square Tube Mounting Device, Replacement Top Shear Section with 2 ea. 5/16" bolts, for use with 2" 12 GA or 14 GA post	21.00	840.00	019 008 080259
13	10	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 2.25" 12 GA or 14 GA post in soil)	48.00	480.00	NA
14	20	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 2.25" 12 GA or 14 GA post in asphalt)	42.00	840.00	NA
15	50	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor (for use with 2.25" 12 GA or 14 GA post in concrete)	37.00	1850.00	NA
16	20	Breakaway Square Tube Mounting Device, Replacement Top Shear Section with 2 ea. 5/16" bolts, for use with 2.25" 12 GA or 14 GA post	21.00	420.00	NA
17	60	Breakaway U-Channel / Square Tube Mounting Device, soil stabilizer plate with connection hardware, for use in weak soil with 30" soil anchor	18.00	1080.00	NA
18	120	Breakaway U-Channel / Square Tube Mounting Device, Replacement Wedge and 1/2" Bolt	7.00	840.00	NA

Item Number	Estimated Quantity	Description	Unit Cost	Total Cost	HYDRAULIC CLASS / Type / Subcode (DOH Use Only)
19	5	7/8" x 4-1/4" shank for use with various post driving accessories (modified to be compatible with Skidril Model DH203 hydraulic drill/driver). THIS ITEM FOR SHANK ONLY. DRIVE ACCESSORIES NOT INCLUDED.	95.00	475.00	NA
20	5	7/8" x 18" rope type drill rod for use with various size rope type bits for hole drilling (modified to be compatible with Skidril Model DH203 hydraulic drill/driver). THIS ITEM FOR ROD ONLY. BITS NOT INCLUDED.	150.00	750.00	NA
21	5	1-1/4" x 6" shank for use with various post driving accessories and designed to be used with Skidril Model BG231 gas powered post drivers. THIS ITEM FOR SHANK ONLY. DRIVING ACCESSORIES NOT INCLUDED.	95.00	475.00	NA
22	10	Drive Cap accessory for anchor to be supplied as part of items 1-18 (as applicable) and compatible with all shank sizes	285.00	2850.00	NA
23	5	Manual Drive Cap for anchor to be supplied as part of items 1-18 (as applicable)	285.00	1425.00	NA
CONTRACT TOTAL			—————→	127,185.00	

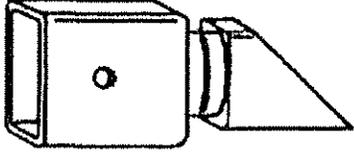
**CONTACT PERSON AND DELIVERY ADDRESS FOR EACH
DIVISION OF HIGHWAYS DESTINATION**

Delivery Address	Contact	Phone Number
WVDOH - D1 Sign Shop Pickens Rd. Nitro, WV 25143	Jim Russell	304-759-0708 304-558-3001*
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Layman	304-528-5679 304-528-5600*
WVDOH - D3 Sign Shop Rt. 95 - 2 miles S. of I-77 Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*
WVDOH - D4 Sign Shop US-19 - 1 mile N. of Clarksburg (gore yard) Clarksburg, WV 26301	Rick Reed	304-627-2401 304-842-1500*
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Larry Biser	304-289-3521 304-289-3521*
WVDOH - D6 Sign Shop US-40 - E. of Wheeling (Middle Creek Rd. 39) Triadelphia, WV 26059	Jim Wurtzbacher	304-238-1205 304-238-4008*
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Ron Wyatt	304-637-0215 304-637-0220*
WVDOH - D9 Sign Shop US-219 - 1-1/2 miles N. of Lewisburg Country Club Rd. - Brush Rd. Lewisburg, WV 24901	Harry Honaker	304-647-7551 304-647-7450*
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-5283 304-487-5228*
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Richard Rawling Ted Whitmore	304-558-6356 304-558-3063

* District/Division headquarters phone number



U-Channel Top
shear section
(supplied with items
1-8)



Square Tube Top
shear section
(supplied with items
9-16)



1/2" Grade 8
Galvanized Wedge Bolt
(supplied with items 1-
3, 5-7, 9-11, 13-15, and
18)



Heavy Duty Anchor
(supplied with items 1-
3, 5-7, 9-11, and 13-
15)



5/16" Grade 8 connection
bolt (supplied with items
1-16)



Wedge section (supplied
with items 1-3, 5-7, 9-
11, 13-15, and 18)

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: SKIORIL INC

Authorized Signature: Haren Henry Date: 7-24-06