



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

Request for Quotation

RFQ NUMBER
858C2044

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**MICHAEL AUSTIN
 304-558-2402**

***709045538 304-744-4658**
NOVA RUBBER COMPANY
PO BOX 8580
SOUTH CHARLESTON WV 25303

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/12/2008				

BID OPENING DATE: **07/02/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		345-92		
<p>HIGH VISIBILITY SAFETY VESTS</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE HIGH VISIBILITY SAFETY VESTS TO THE WV DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

RECEIVED

2008 JUL -2 P 1:18

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-744-4658** DATE: **7/2/08**

TITLE: *[Signature]* FEIN: **55-0756455** ADDRESS CHANGES TO BE NOTED ABOVE

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

**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 may be deemed null and void, and 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



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	(1) YEAR PERIODS.					
<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 SERVICES 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 ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *J.B. McDonald* TELEPHONE: **304 744-4658** DATE: **7/2/08**

TITLE: *Pres* FEIN: **55-0756455** ADDRESS CHANGES TO BE NOTED ABOVE

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<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 BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

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<p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: right;"><i>J. B. M. Donald</i> SIGNATURE</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><i>Nova Rubber Co</i> COMPANY <i>7/2/08</i> DATE</p>						
REV. 11/96						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input type="checkbox"/> 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						
<input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-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						

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<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 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</p>						

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<p>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>BIDDER: <i>Nova Rubber Co</i></p> <p>DATE: <i>7/2/08</i></p> <p>SIGNED: <i>J. B. Donald</i></p> <p>TITLE: <i>Pres</i></p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 858C2044</p> <p>BID OPENING DATE: 07/02/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ 858C2044 ***** TOTAL: _____						

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**WVDOH-Traffic Engineering Division
Specifications for Fluorescent Red-orange and Fluorescent Lime-Yellow
ANSI/ISEA 107-2004
Class 2 High Visibility Vests and Class 3 High Visibility Pullovers**

DESCRIPTION:

This specification is for finished ANSI/ISEA 107-2004 Class 2 high visibility safety vests and ANSI/ISEA 107-2004 Class 3 high visibility pullovers for use during day and night conditions. The garments must be manufactured using ANSI/ISEA 107-2004 certified background and reflective component materials and meet all ANSI/ISEA 107-2004 design requirements. Component materials utilized to manufacture garments for this Contract shall be separately certified to ANSI/ISEA 107-2004 by a competent and qualified independent laboratory

ITEMS:

Items included on this Contract are as follows:

- Items 1 through 4 shall be for fluorescent-orange colored micro-mesh safety vests with sewn on silver reflective striping, and a heat applied reflective "WVDOH" logo. Item 1 shall be for sizes S to 2X. Item 2 shall be for sizes 3X to 4X. Item 3 shall be for sizes 5X to 6X. Item 4 shall be for sizes 7X to 8X.
- Items 5 through 8 shall be for fluorescent-lime-yellow colored micro-mesh safety vests with sewn on silver reflective striping, and a heat applied reflective "WVDOH" logo. Item 5 shall be for sizes S to 2X. Item 6 shall be for sizes 3X to 4X. Item 7 shall be for sizes 5X to 6X. Item 8 shall be for sizes 7X to 8X.
- Items 9 through 12 shall be for fluorescent-orange colored micro-mesh pullovers with sewn on silver reflective striping, and a heat applied reflective "WVDOH" logo. Item 9 shall be for sizes S to 2X. Item 10 shall be for sizes 3X to 4X. Item 11 shall be for sizes 5X to 6X. Item 12 shall be for sizes 7X to 8X.
- Items 13 through 16 shall be for fluorescent-lime-yellow colored micro-mesh pullovers with sewn on silver reflective striping, and a heat applied reflective "WVDOH" logo. Item 13 shall be for sizes S to 2X. Item 14 shall be for sizes 3X to 4X. Item 15 shall be for sizes 5X to 6X. Item 16 shall be for sizes 7X to 8X.
- Item 17 shall be for a fluorescent-orange colored low cost "adopt-a-highway" safety vest with heat applied silver reflective striping, adjustable from size M to 2X.
- Item 18 shall be for a fluorescent-orange colored low cost "adopt-a-highway" safety vest with heat applied silver reflective striping, adjustable from size 3X to 4X.
- Items 19 through 22 shall be for fluorescent-orange colored micro-mesh safety vests with sewn on silver reflective striping. Item 19 shall be for sizes S to 2X. Item 20 shall be for sizes 3X to 4X. Item 21 shall be for sizes 5X to 6X. Item 22 shall be for sizes 7X to 8X. "WVDOH" logo not included.

- Items 23 through 26 shall be for fluorescent-lime-yellow colored micro-mesh safety vests with sewn on silver reflective striping. Item 23 shall be for sizes S to 2X. Item 24 shall be for sizes 3X to 4X. Item 25 shall be for sizes 5X to 6X. Item 26 shall be for sizes 7X to 8X. "WVDOH" logo not included.
- Items 27 through 30 shall be for fluorescent-orange colored micro-mesh pullovers with sewn on silver reflective striping. Item 27 shall be for sizes S to 2X. Item 28 shall be for sizes 3X to 4X. Item 29 shall be for sizes 5X to 6X. Item 30 shall be for sizes 7X to 8X. "WVDOH" logo not included.
- Items 31 through 34 shall be for fluorescent-lime-yellow colored micro-mesh pullovers with sewn on silver reflective striping. Item 31 shall be for sizes S to 2X. Item 32 shall be for sizes 3X to 4X. Item 33 shall be for sizes 5X to 6X. Item 34 shall be for sizes 7X to 8X. "WVDOH" logo not included.

MATERIALS:

NOTE: All references in this specification to the "ANSI-107" standard shall be interpreted as referencing the ANSI/ISEA (American National Standards Institute / International Safety Equipment Association) 107-2004 American National Standard for High-Visibility Safety Apparel and Headwear.

Background Material:

1. The background material used to manufacture all vests and pullovers supplied as part of Items 1 through 16 and 19 through 34 shall meet the following specification:

Yarn	70d Bright Trilobal Polyester	
Color	Fluorescent red-orange or Fluorescent lime-yellow	
		Test Method
Count	Courses 30 +/- 2 Wales 40 +/- 2	FTM 5050
Weight	2.7 oz. +/- 0.5%	FTM 5041

The mesh hole size and spacing used for this material shall be identical to Style #3500 mesh as manufactured by Performance Textiles, Inc. of Greensboro, NC.

2. The background material used to manufacture all vests supplied as part of Items 17 and 18 shall be of the manufacturer's choosing. However, the material utilized shall meet the requirements under Item 3 below, and shall have a maximum weight of 3.7 oz per sq yd.

3. The background material used to manufacture all garments supplied as part of this specification shall meet the chromaticity, luminance factor, applicable colorfastness, dimensional change, bursting strength, and tear resistance requirements, as applicable, of the ANSI-107 standard and shall have third-party certificates of compliance to be made available upon request by the WVDOH.
4. Background materials used on all garments shall be flame retardant.

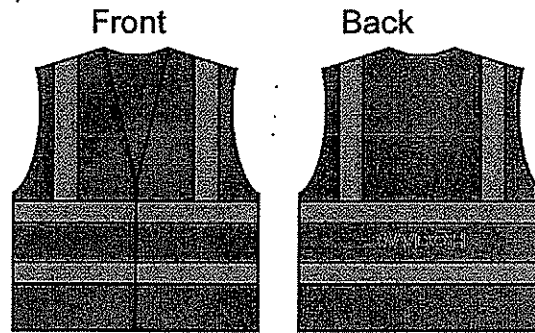
Reflective Material:

1. The reflective striping for all Items shall be ANSI-107 Level 2 reflective material and shall be 2 inches wide.
2. The reflective striping shall meet care label recommendations per ANSI-107 and shall have independent third-party certificates of compliance to be made available upon request by the WVDOH.
3. The reflective silver striping used to manufacture all vests and pullovers supplied as part of Items 1 through 16 and 19 through 34 shall be sewn on 3M™ Scotchlite™ Reflective Material – 8906 Silver Fabric Trim. All striping shall be 2 inch width. This material shall be applied in accordance with all recommendations of the manufacturer, including the following:
 - Sew in place using lockstitch
 - No more than 12 stitches per inch
 - Stitch clearance from edge of reflective material 5/64" min.
 - Substrate compatibility testing
4. The retroreflective striping used to manufacture all vests supplied as part of Items 17 and 18 shall meet the initial retroreflective performance and "retroreflective performance after test exposure" requirements of the ANSI-107 specification for Performance Class 2. The retroreflective material shall be exposed to the Abrasion, Flexing, Folding at Cold Temperature, Exposure to Temperature Variation, and After Washing According to Care Label exposures as described in the ANSI-107 specification. Independent third-party certificates of compliance to be made available upon request by the WVDOH.
5. The reflective material used for the reflective "WVDOH" logo referenced in this specification shall be one of the following three materials and shall be applied in accordance with all recommendations of the manufacturer:
 - a. 3M™ Scotchlite™ Reflective Material – 5720 or 5721 Silver Graphic Transfer Film.
 - b. 3M™ Scotchlite™ Reflective Material – 8710 Silver Transfer Film.
 - c. 3M™ Scotchlite™ Reflective Material – 8725 Silver Transfer Film.

Garment Designs:

Items 1-8 and 19-26:

1. The vests supplied shall meet the Performance Class 2, photometric performance Level 2 requirements, as defined by the ANSI-107 standard.
2. The reflective striping pattern utilized shall be as shown below. Two horizontal, 360 degree stripes shall encircle the torso, and one band shall join the uppermost torso band from the front to the back over each shoulder. The bottom torso band shall be placed approximately 2-1/2 inches above the bottom of the vest (+/- 1/2 inch). The distance between the two torso bands shall be 4 inches (+/- 1/4 inch).



Reflective striping Pattern

3. These vests shall conform to the following sizing requirements:

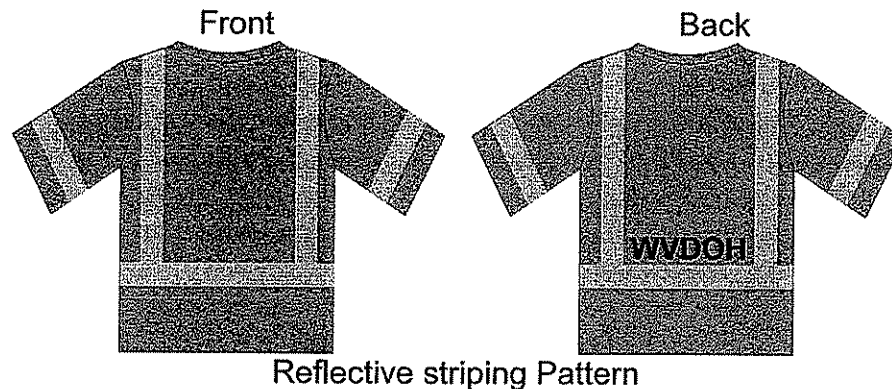
garment size	chest measurement
Small	38"-40"
Medium	42"-44"
Large	46"-48"
X-Large	50"-52"
2X-Large	54"-56"
3X-Large	58"-60"
4X-Large	62"-64"
5X-Large	66"-68"
6X-Large	70"-72"
7X-Large	74"-76"
8X-Large	78"-80"

4. These vests shall be manufactured with a front non-conductive zipper closure.
5. These vests shall measure a minimum of 18 inches at the shoulder and shall be a minimum of 25 inches in length.

6. Reflective "WVDOH" lettering shall be incorporated into all vests supplied under Item numbers 1 through 8, and shall be sized, spaced, and placed as described in the Reflective Logo section of this specification.
7. The smallest garment item shall have 775 in² minimum of visible background material.
8. The smallest garment item shall have 201 in² minimum of visible retroreflective material, not including any logo.
9. These vests shall meet any other applicable design requirements of the ANSI-107 standard otherwise not covered by this specification.

Items 9-16 and 27-34:

1. The pullover garments supplied shall meet the Performance Class 3, photometric performance Level 2 requirements, as defined by the ANSI-107 standard.
2. The reflective striping pattern utilized shall be as shown below. One horizontal, 360 degree stripe shall encircle the torso and shall be placed approximately 6 inches above the bottom of the pullover (+/- ½ inch). One band shall join the torso band from the front to the back over each shoulder, and one band shall completely encircle each sleeve between the bottom of the sleeve and the shoulder, and shall be placed a minimum of 2 inches from the end of the sleeve.



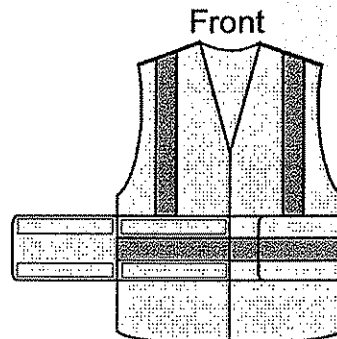
3. These pullovers shall conform to the following sizing requirements:

garment size	chest measurement
Small	38"-40"
Medium	42"-44"
Large	46"-48"
X-Large	50"-52"
2X-Large	54"-56"
3X-Large	58"-60"
4X-Large	62"-64"
5X-Large	66"-68"
6X-Large	70"-72"
7X-Large	74"-76"
8X-Large	78"-80"

4. Sleeves shall measure approximately 12 inches each (+/- 1 inch). Length can be increased to meet the ANSI-107 requirements as needed.
5. Reflective "WVDOH" lettering shall be incorporated into all pullovers supplied under Item numbers 9 through 16, and shall be sized, spaced, and placed as described in the Reflective Logo section of this specification.
6. The smallest garment item shall have 1240 in² minimum of visible background material.
7. The smallest garment item shall have 310 in² minimum of visible reflective material, not including any logo.
8. These pullovers shall meet any other applicable design requirements of the ANSI-107 standard otherwise not covered by this specification.

Items 17 and 18:

1. The vests supplied shall meet the Performance Class 2, photometric performance Level 2 requirements, as defined by the ANSI-107 standard.
2. The striping pattern utilized shall be as shown below. One horizontal, 360 degree stripe shall encircle the torso. One band shall join the torso band from the front to the back over each shoulder.



Reflective striping Pattern

3. These vests shall be manufactured to cover a range of sizes by utilizing side adjustments. The method of side adjustment shall be hook and loop type, shall utilize a minimum of two continuous horizontal one-inch strips on each side, and shall be designed to provide the ability to adjust continuously, not incrementally, over the range of sizes provided below. Sizing shall be either M-2XL or 3XL-4XL. Fabrication shall be based on the following size chart:

Size	Chest Measurement
M-2XL	42" - 56"
3XL-4XL	58" - 64"

4. The front closure provided for these vests shall be full length hook and loop type.
5. These vests shall measure a minimum of 16 inches at the shoulder and shall be a minimum of 24 inches in length.
6. These vests shall meet any other applicable design requirements of the ANSI-107 standard otherwise not covered by this specification.

General Requirements:

1. All exposed vest edges shall be bound with grey nylon tricot. Edges may also be bound using material identical to the background material of the vest. Exposed edges of non-woven polyester vests, if supplied under Items 17 and 18, shall not be required to be bound.
2. The bottom edge and sleeve ends of the pullovers shall be elastic surged to hold the bottom and ends against the arms and waist. The elastic shall not, however, cause discomfort from being overly tight.
3. V-neck on pullover shall be bound with grey nylon tricot. The V-neck may also be bound using material identical to the background material.
4. Plastic type bindings or borders are not acceptable.

Reflective Logo:

Reflective "WVDOH" lettering shall be incorporated into all vests/pullovers supplied under Items 1 through 16 and shall be sized, spaced, and placed as described below:

1. "WVDOH" lettering shall be made up of individual reflective 3 inch tall letters.
2. The font style used for this logo shall be 3 inch Series C Highway Font.
3. A scaled drawing of this logo is included as part of this Contract. This lettering will be made available electronically in photo or vectorized format upon request by contacting Ted Whitmore of the WVDOH Traffic Engineering Division at 304-558-9468 or ted.j.whitmore@wv.gov

Items 1 through 8:

The above described lettering shall be placed on the back of the vests, such that the lettering is centered vertically between the two torso bands, and centered horizontally between the two shoulder bands.

Items 9 through 16:

The above described lettering shall be placed on the back of the pullovers, such that the bottom of the lettering is ½ inch above the torso band, and is centered horizontally between the two shoulder bands. Note, due to the required placement of the lettering, the minimum horizontal clearance between the two shoulder bands on the pullovers shall be 12 inches.

Items 17 through 34:



These garments are not to be supplied with the logo described above.

Garment Labels:

Per ANSI-107, the garment labels must include the following information:

- a. Manufacturer
- b. ANSI/ISEA 107-2004
- c. Fabric type
- d. Model #
- e. Size
- f. Pictogram showing garment class and retroreflectivity level
- g. Care guide and maximum number of cycles

Label example:

XYZ Company	
ANSI/ISEA 107-2004	
100% Polyester	
3M™ Scotchlite™ Reflective Material	
Model #: DOT safety vest	
Size: Large	
	Class 2
	Level 2
Washing Instructions	
	
Machine wash warm, 40 °C (105 °F)	
Max washings for reflective trim - 5x	
Do not bleach	
Tumble-dry low	
Use cool iron, 110 °C (230 °F)	
Dry-clean, normal cycle	

Certificates:

ANSI/ISEA 107-2004 certificates for all component materials and the finished garments shall be kept on file by the winner of the bid. Requested copies shall be sent to:

**WVDOH-Traffic Engineering Division
Bldg 5, Room A550
1900 Kanawha Blvd. East
Charleston, WV 25305
ATTN: Ted Whitmore**

Packaging:

Garments shall be packaged in plastic bags with one garment size per bag and one size per shipping carton.

Workmanship:

The garments shall be of quality workmanship, comfortable to wear and shall be free of ragged edges, surface blemishes, loose stitches, uneven seams or any defect which would make the vest unsuitable for their intended use.

AWARD GUIDELINES AND LOW BIDDER SAMPLE PRODUCTS

In the case of multiple low bidders on individual items on this Contract, the bids for items on this Contract will be evaluated in "Groups", as described below. In the case of multiple low bidders, each of the following "groups" may potentially be awarded separately, but each as a whole, to different vendors:

- Group I: Items 1 through 8 and Items 19 through 26
- Group II: Items 9 through 16 and Items 27 through 34
- Group III: Items 17 and 18

In the event that, based on the determination of the low bidder for each "Group", there is a potential to divide the award of the Contract to two or more bidders, a comparison shall be made between the following:

- The expected overall cost of the Contract, based on the estimated quantities, for awarding the entire Contract to the vendor which provides the lowest overall bid and provides a bid for all items on the Contract, and
- The expected overall cost of the Contract, based on the estimated quantities and evaluating bids for entire "Groups" separately, for awarding the Contract to two or more vendors.

Based on this comparison, separate contract "Groups" will be awarded to two or more vendors if the expected overall savings is greater than 10% of the expected overall cost for awarding to one vendor.

If no vendors provide a bid for all Items on the Contract, the Contract will automatically be awarded to vendors separately by "Group".

Subsequent to the opening of bids and the determination of prospective low bidders for this Contract, the DOH will require that product samples be provided for review and conformance to the Contract specifications. Samples will be required from the vendors submitting the three lowest bids for each "Group" described above. The samples that will be required to be submitted from each group are as follows:

- Group I: Bidders will be required to submit one sample of Item 1, size XL.
- Group II: Bidders will be required to submit one sample of Item 9, size XL.
- Group III: Bidders will be required to submit one sample of Item 17.

The DOH will notify by fax or email the vendors that are required to submit samples for each "Group". **Please note, vendors that are required to submit samples will be required to have their samples delivered within 7 Calendar Days of notification.** Vendors whose samples are not received within 7 Calendar Days will have their bid disqualified. If necessary, the DOH will contact further low bidders within each group in the event that the bids received from the two lowest bidders in each group can not be accepted due to non-conformance to specifications.

All samples delivered to the DOH are to be sent to the following address:

**WVDOH-Traffic Engineering Division
Bldg 5, Room A550
1900 Kanawha Blvd. East
Charleston, WV 25305
ATTN: Ted Whitmore**

All samples should be delivered with a label attached with the following information:

- "(Vendor Name)"
- "WVDOH PO Contract Number 858C2044"
- "Bid Item Group (I, II, or III) bid sample"
- "(Vendor Contact Name)"
- "(Vendor Contact Phone Number)"

DELIVERY

All Release Orders off of this Contract which contain size **Small** or size **5XL or larger** garments shall be delivered within 45 days A.R.O. This 45 day delivery deadline shall apply to the **entire order**, including garments sized Medium to 4XL.

All Release Orders off of this Contract which **DO NOT** contain size **Small** or size **5XL or larger** garments shall be delivered within 30 days A.R.O.

Late delivery charges against the vendor may be assessed at a rate of \$120.00 per calendar day exceeding the applicable delivery deadline described above. These charges will be subtracted from the total amount of the Purchase Order Release for which the charges are being assessed. The total amount of the charges shall not exceed the total value of the Purchase Order Release.

All pricing submitted by the vendor shall include shipping costs. Typically, delivery locations will be to, but shall not be limited to, the locations of the ten WVDOH District Headquarters. The cities in which the District Headquarters are located are Charleston, Huntington, Parkersburg, Clarksburg, Burlington, Moundsville, Weston, Elkins, Lewisburg, and Princeton.

The agency or organization issuing orders off of this Contract should include a contact name and phone number on the Release Order for delivery arrangement purposes. If this is done, the vendor shall notify the contact a minimum of one working day prior to delivery.

MINIMUM ORDER SIZE

There shall be no minimum order size requirement for any Item on this Contract.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by the needs of the user agencies and may be increased or decreased.

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT COST	ITEM TOTAL COST
1	4250	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	18.00	76,500.00
2	500	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	18.00	9,000.00
3	150	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	19.00	2,850.00
4	100	Safety Vest, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	19.00	1,900.00
5	4250	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	18.00	76,500.00
6	500	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	18.00	9,000.00
7	150	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	19.00	2,850.00
8	100	Safety Vest, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	19.00	1,900.00
9	850	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	18.00	15,300.00
10	100	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	19.00	1,900.00
11	30	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	19.00	570.00
12	20	Pullover, Fluorescent-Orange, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	19.00	380.00
13	850	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER.	19.00	16,150.00
14	100	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER.	19.00	1,900.00
15	30	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER.	19.00	570.00
16	20	Pullover, Fluorescent-Lime-Green, reflective "WVDOH" logo, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER.	19.00	380.00
17	3400	Adopt-A-Highway Vest, Fluorescent-Orange, Sizes M through 2XL (adjustable)	12.00	40,800.00
18	600	Adopt-A-Highway Vest, Fluorescent-Orange, Sizes 3XL through 4XL (adjustable)	13.00	7,800.00

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BID SCHEDULE (CONTINUED)

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT COST	ITEM TOTAL COST
19	850	Safety Vest, Fluorescent-Orange, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	14,450.00
20	100	Safety Vest, Fluorescent-Orange, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	1,700.00
23	850	Safety Vest, Fluorescent-Lime-Green, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	14,450.00
24	100	Safety Vest, Fluorescent-Lime-Green, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	1,700.00
25	30	Safety Vest, Fluorescent-Lime-Green, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	510.00
26	20	Safety Vest, Fluorescent-Lime-Green, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	18.00	360.00
27	170	Pullover, Fluorescent-Orange, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	2,890.00
28	20	Pullover, Fluorescent-Orange, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	340.00
29	6	Pullover, Fluorescent-Orange, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	18.00	108.00
30	4	Pullover, Fluorescent-Orange, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	18.00	72.00
31	170	Pullover, Fluorescent-Lime-Green, Sizes S through 2XL. SPECIFY QTY OF EACH SIZE S, M, L, XL, AND 2XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	2,890.00
32	20	Pullover, Fluorescent-Lime-Green, Sizes 3XL through 4XL. SPECIFY QTY OF EACH SIZE 3XL AND 4XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	17.00	340.00
33	6	Pullover, Fluorescent-Lime-Green, Sizes 5XL through 6XL. SPECIFY QTY OF EACH SIZE 5XL AND 6XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	18.00	108.00
34	4	Pullover, Fluorescent-Lime-Green, Sizes 7XL through 8XL. SPECIFY QTY OF EACH SIZE 7XL AND 8XL ON ORDER. (THIS ITEM NOT FOR WYDOH USE).	18.00	72.00
GRAND TOTAL				306,246.00

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING 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 owed 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: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: _____

Authorized Signature: _____

Date: 7/2/08