



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
8510C2028

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

**IMPACT RECOVERY SYSTEMS
 4955 STOUT DR.
 SAN ANTONIO, TX 78219**

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 01/06/2010	TERMS OF SALE 30 Day	SHIP VIA UPS or Motorfreight plus freight	FOB	FREIGHT TERMS plus freight
BID OPENING DATE: 01/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		320-10		
<p>TYPE II SOIL ANCHORED DELINEATOR POST AND ANCHORS</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS AND ANCHORS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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>						

RECEIVED

2010 JAN 19 PM 12:59

WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Brandi Wilson TELEPHONE 210-136-4477 DATE January 12, 2010

TITLE Customer Service FEIN 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/06/2010	30 Days	VPS or Motor freight	plus freight	plus freight
BID OPENING DATE: 01/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 (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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Braudi Wilson</i>	TELEPHONE 210-736-4471	DATE January 12, 2010
TITLE Customer Service	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/06/2010	30 DAYS	UPS or Motor Freight	plus freight	plus freight
BID OPENING DATE: 01/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER 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. 05/26/2009</p> <p>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brandi Wilson</i>	TELEPHONE 210-736-4477	DATE January 12, 2010
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01/06/2010	30 DAYS	UPS or Motorfreight	Pls freight	Plus freight
BID OPENING DATE: 01/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
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.						
..... SIGNATURE						

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SIGNATURE <i>Brandi Wilson</i>	TELEPHONE 210-736-4477	DATE January 12, 2010
TITLE Customer Service	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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 TYPE NAME/ADDRESS HERE

PURCHASING

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SAN ANTONIO, TX 78219

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01/06/2010	30 Days	UPS or Motorfreight	plus freight	plus freight
BID OPENING DATE: 01/20/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
COMPANY DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 4 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. REV. 3/88						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Brandi Wilson</i>	TELEPHONE 210-736-4477	DATE January 12, 2010
TITLE <i>Customer Service</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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Type II Soil Anchored Flexible Delineator Posts

SCOPE OF CONTRACT

To provide Type II Soil Anchored Flexible Delineator Posts and anchors.

MATERIAL SPECIFICATIONS

Type II Soil Anchored Flexible Delineator Posts shall be manufactured using polymer materials such as polyethylene or engineered thermoplastics, and shall be manufactured to be resistant to impact as well as deterioration and fading from UV light exposure. These type delineators shall be designed to yield when impacted from the front or back, and to subsequently return to their original upright position.

Type II Soil Anchored Flexible Delineator Posts shall be blue, white, or yellow, as specified.

White and Yellow Type II Soil Anchored Flexible Delineator Posts shall be manufactured to a minimum of fifty-four (54) inches in length, and may be flat, semi-flat (half or partially oval shaped), or round. At the reflective portion of the post, white and yellow Type II Soil Anchored Flexible Delineator Posts shall be flat or semi-flat (half or partially oval shaped), and shall be of a consistent cross-section. White and Yellow Type II Soil Anchored Flexible Delineator Posts shall accommodate front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of white, fluorescent-yellow, or red sheeting. The type sheeting used shall be Type ASTM-IX or Type ASTM-XI. Posts shall be supplied with sheeting pre-installed by the manufacturer. The bottom edge of the sheeting shall be installed no less than forty-three (43) inches from the bottom of the post.

White and yellow Type II Soil Anchored Flexible Delineator Posts shall be supplied with one of the following sheeting color combinations, as specified in the Contract bid items:

- white post with white sheeting on the front
- white post with white sheeting on the front, and red sheeting on the back
- yellow post with fluorescent yellow sheeting on the front, or fluorescent yellow sheeting on the front and back
- yellow post with fluorescent yellow sheeting on the front, and red sheeting on the back

Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be manufactured to thirty-six (36) inches in length. Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be round for their entire length. The minimum outside diameter for blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be 2-1/4" for the entire length of the post. Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall not require sheeting.

Type II Soil Anchored Flexible Delineator Posts shall utilize an eighteen (18) inch minimum length galvanized round steel anchor. The anchor shall be closed on the end and crimped along one axis on the end to facilitate easier driving. The post shall be designed to be attached to the anchor by inserting the post into the anchor and then twisting and pulling up on the post to lock it into the anchor, or similar method. Any attachment hardware required shall be of the size and length recommended or supplied by the manufacturer and shall be manufactured of stainless, zinc plated, or galvanized steel.

The Type ASTM-IX or Type ASTM-XI sheeting utilized with the Type II Soil Anchored Flexible Delineator Posts shall be on the WVDOH Approved Products List for retroreflective sheetings.

APPROVED PRODUCTS

Posts bid by vendors shall be a model post off of the current Approved Product List (APL). Approvals of Type II Soil Anchored Flexible Delineator Posts are based on results from NTPEP and/or WVDOH testing and demonstration projects. The Division reserves the right to remove products from the APL based on actual field performance. The APL for Type II Soil Anchored Flexible Delineator Posts that shall apply to this Contract is as follows:

MANUFACTURER	PRODUCT
Safe-Hit	Safe-Hit

Current Types ASTM-IX and ASTM-XI sheetings on the WVDOH retroreflective sheeting APL are as follows:

MANUFACTURER	PRODUCT
Avery Dennison	T-950X
Avery Dennison	T-9511
3M	Scotchlite 3981 Series
3M	Scotchlite 3983 Series
3M	Scotchlite 399X Series
3M	409X Series
3M	4081 Series
3M	4083 Series

BID ITEMS

Type II Soil Anchored Flexible Delineator Posts shall be bid complete. Complete units are to include post, Type ASTM-IX or type ASTM-XI retroreflective sheeting (applied, as required), and soil anchor. Complete units shall normally be shipped with eighteen (18) inch anchors. If available, the organization placing the order shall have the option to request that fourteen (14) inch anchors be supplied with the posts in lieu of the eighteen (18) inch anchors with no change in the unit price. Posts and anchors shall also be available for purchase separately as part of this Contract, including the optional fourteen (14) inch anchors for hard soil conditions. An order for the post only, in white or yellow, will always require the post to have a minimum of one, like color, 3" x 9" vertical strip of Type ASTM-IX or Type ASTM-XI retroreflective sheeting on the front face of the post. If the post is ordered as 2-way reflective, an additional 3" x 9" vertical strip of like color, or red, Type ASTM-IX or Type ASTM-XI retroreflective sheeting shall be required on the back side of the flat upper portion of the post as specified. Sheeting shall not be required, or supplied with, blue drain outlet marker posts.

This Contract shall also include mechanical driving tools for driving the round tube soil anchors using gas powered post driving equipment. The mechanical driving tool shall include the appropriate driving head and the purchasing organizations choice of one of two different size shanks.

BID SCHEDULE AND PRODUCT COMPLIANCE FORM

The Vendor shall complete the bid schedule and product compliance checklist form included as part of this Contract in their entirety. Bids with these items uncompleted will be rejected. If applicable, this requirement does not apply to the Bid Schedule for categories that the vendor chooses to not bid, or as allowed for if noted on the Product Compliance Checklist Form.

TUBULAR MARKER MANUFACTURER SHEETING APPLICATION CERTIFICATION

The vendor will be required to submit a copy of a letter, specific to this Contract, stating that the marker manufacturer has been certified by the sheeting manufacturer to apply the series sheeting specified to the model delineators to be supplied (as specified by the vendor in the product compliance checklist form). This letter shall be addressed from the sheeting manufacturer to the marker manufacturer, should reference this Contract number, and should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

NCHRP-350 CERTIFICATION

The vendor will be required to submit a copy of a certification letter originating from the marker manufacturer specifying the products being bid under this Contract, and certifying that these products meet the crashworthiness requirements of NCHRP-350 as a Category I device at test levels I, II, and III. This letter should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

PRICE ADJUSTMENT CLAUSE

The State of West Virginia will consider bids that contain provisions for price adjustments prior to the original expiration date of the Contract, provided that such price adjustment covers both upward and downward movement of the commodity price, and that adjustment is based on the "pass through" increase or decrease of raw materials and/or labor, which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a manner acceptable to the Director of the WV Purchasing Division (e.g. governmental bench marks, general market increases, and published price lists). All documentation of price increases incurred by the vendor shall be based on governmental bench marks, general market increases, published price lists, etc. in effect on the original effective date of the Contract, or the effective date of the currently approved price increase in effect, as applicable. Such requests for price increases shall be received in writing by the Director of the Traffic Engineering Division at least 30-days in advance of the proposed effective date of the increase. The price increase request will be evaluated by the Traffic Engineering Division and will be forwarded to the Purchasing Division for concurrence. The vendor may not submit a request for a price increase with a proposed effective date less than 90-days from the original effective date of the Contract. Subsequent requests for price increases may not have a proposed effective date less than 90-days from the effective date of the currently approved price increase in effect. Any time the vendor requests a price adjustment, the Purchasing Division may either accept the price adjustment and amend the Contract accordingly or reject the adjustment in its' entirety and cancel the Contract.

MINIMUM ORDER

A minimum order shall consist of no less than 25 units per item number ordered for item numbers 1 through 14. There will be no min order qty for items 15 and 16.

DELIVERY

All prices bid shall be FOB destination in accordance with the list of delivery destinations made a part of this contract. All orders shall be shipped complete within forty-five (45) days A.R.O. Late delivery charges against the vendor may be assessed at a rate of \$50.00 per calendar day after forty-five (45) days A.R.O. Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the location indicated on the release.

PRODUCT COMPLIANCE CHECKLIST FORM

This form shall be completed in its' entirety by the vendor, and submitted as part of the vendor's bid package.

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Type II Soil Anchored Flexible Delineator Post

1) Delineator manufacturer: Impact Recovery Systems, Inc.

2) Trade name(s) and model number(s) of delineators to be supplied: 290 white with driveable base, 290 yellow with driveable base.

3) Manufacturer and Series number of sheeting to be utilized on yellow and white delineators: 3M - hi-intensity sheeting

4) Manufacturer certified by 3M or Avery Dennison to apply specified sheeting to the delineator(s) specified?

Yes	No
✓	

5) Delineator(s) bid meet NCRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No
✓	

6) Yellow and white delineators to be supplied manufactured to a minimum of fifty-four (54) inches in length and are flat, semi-flat (half or partially oval shaped), or round?

Yes	No
✓	

7) At the reflective portion of the post, white and yellow delineators to be supplied are flat or semi-flat (half or partially oval shaped), and have a consistent cross-section?

Yes	No
✓	

8) White and yellow delineators to be supplied have ability to accommodate, front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of sheeting?

Yes	No
✓	

9) White and yellow delineators to be supplied with sheeting pre-installed by the manufacturer?

Yes	No
✓	

10) Bottom edge of sheeting on yellow and white delineators to be installed no less than forty-three (43) inches from the bottom of the post?

Yes	No
✓	

11) Blue non-reflective drain outlet marker delineators to be supplied manufactured to thirty-six (36) inches in length?

Yes	No
	✓

12) Blue non-reflective drain outlet marker delineators to be supplied are round for their entire length and have a min. outside diameter of 2-1/4"?

Yes	No
	✓

13) Delineators to be supplied utilize an eighteen (18) inch minimum length galvanized round steel anchor?

Yes	No
✓	

14) Steel anchor to be supplied closed on the end and crimped along one axis?

Yes	No
✓	

15) Delineators to be supplied designed to be attached to anchor by inserting the delineator into the anchor and then twisting and pulling up on the post to lock it into the anchor, or similar method?

Yes	No
✓	

16) Any attachment hardware required and supplied is of the size and length recommended or supplied by the manufacturer and is manufactured of stainless, zinc plated, or galvanized steel?

Yes	No
✓	

17) Optional fourteen (14) inch anchors available?

Yes	No
	✓

PRINT NAME: Brandi Wilson

SIGN NAME: Brandi Wilson

NAME OF VENDOR: Impact Recovery Systems, Inc.

DATE: January 12, 2010

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	Amount	Inventory Subcode (DOH Use Only) (Class 019 Type 008)
Type II Soil Anchored Flexible Delineator Posts					
1	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, White, 1-way reflective white, to include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	\$44.93	\$44.93	080631
2	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/red, to include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	\$48.68	\$48.68	080632
3	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 1-way reflective fl. yellow, To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	\$44.93	\$44.93	080633
4	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/ fl. yellow, To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	\$48.68	\$48.68	080634
5	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/red, To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	\$48.68	\$48.68	080634

Item Number	Estimated Quantity	Description	Unit Cost	Amount	Inventory Subcode (DCH Use Only) (Class 019 Type 008)
6	1	Per each, Complete Type II Soil Anchored Flexible Delineator Post, Blue, non-reflective, to include post, soil anchor, and post attachment hardware (if applicable). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED ON ORDER)	N/A	N/A	NA
7	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, White, 1-way reflective white, to include post, retroreflective sheeting (applied), and post attachment hardware (if applicable).	\$ 35.93	\$ 35.93	080635
8	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/red, to include post, retroreflective sheeting (applied), and post attachment hardware (if applicable).	\$ 39.68	\$ 39.68	080635
9	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, yellow, 1-way reflective fl. yellow, to include post, retroreflective sheeting (applied), and post attachment hardware (if applicable).	\$ 35.93	\$ 35.93	080637
10	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, yellow, 2-way reflective fl. Yellow / fl. yellow, to include post, retroreflective sheeting (applied), and post attachment hardware (if applicable).	\$ 39.48	\$ 39.48	080638
11	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, yellow, 2-way reflective fl. Yellow / red, to include post, retroreflective sheeting (applied), and post attachment hardware (if applicable).	\$ 39.48	\$ 39.48	80638
12	1	Per each, Replacement Type II Soil Anchored Flexible Delineator Post, blue, non-reflective, to include post, and post attachment hardware (if applicable).	N/A	N/A	NA
13	1	Per each, Replacement round tube anchor, 16" length	\$ 9.00	\$ 9.00	080659
14	1	Per each, Optional 14" round tube anchor for hard soil conditions	N/A	N/A	080658
ACCESSORIES					
15	1	Per each, Round Tube Anchor Mechanical Driving Tool, to include Driving Head and 4-1/4" x 7/8" Shank, for use with Atlas Copco Pionjar	\$ 100.13	\$ 100.13	080437 and 080438
16	1	Per each, Round Tube Anchor Mechanical Driving Tool, to include Driving Head and 6" x 1-1/4" Shank, for use with Skidril BG231 and Atlas Copco Cobra MK-1 or FB-60	N/A	N/A	080439
TOTAL					

TYPICAL WVDOH DELIVERY POINTS, DELIVERY CONTACTS, AND INVOICING ADDRESSES

Delivery Address	Delivery Contact	Delivery Contact Phone Number	Invoicing Address
WVDOH - D1 Sign Shop 75 Pickens Rd. Nitro, WV 25143 UNLESS OTHERWISE SPECIFIED, ALL ORDERS TO BE DELIVERED TO: WVDOH - I-64 Maint. Sec. 2 (Scary) 704 Winfield Rd. St. Albans, WV 95177 ATTN: Mike Priddy for D1 Sign Shop	Jim Russell	304-759-0708 304-558-3001*	WVDOH - D1 Headquarters 1334 Smith Street Charleston, WV 25301
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Laymen	304-528-5679 304-528-6600*	WVDOH - D2 Headquarters 801 Madison Avenue Huntington, WV 25712
WVDOH - D3 Sign Shop 720 Depot St. Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*	WVDOH - D3 Headquarters 624 Depot Street Parkersburg, WV 26102
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 - D4 Headquarters I-79 & Meadowbrook Road Clarksburg, WV 26302
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Doug Placka	304-289-3521 304-289-3521*	WVDOH - D5 Headquarters P.O. Box 99 (Route 50) Burlington, WV 26710
WVDOH District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 304-238-4008*	WVDOH - D6 Headquarters 1 DOT Drive Moundsville, WV 26041
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*	WVDOH - D7 Headquarters 255 Depot Street Weston, WV 26452
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Mike Westfall	304-637-0215 304-637-0220*	WVDOH - D8 Headquarters US 219 North Elkins, WV 26241
WVDOH - D9 Sign Shop US-219 - 1-1/2 miles N. of Lewisburg Country Club Rd. - Brush Rd. Lewisburg, WV 24901	Harry Honaker	304-647-7651 304-647-7450*	WVDOH - D9 Headquarters 103 1/2 Church Street Lewisburg, WV 24901
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-6283 304-487-5228*	WVDOH - D10 Headquarters 270 Hardwood Lane Princeton, WV 24740
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Chuck Swigger Ted Whitmore	304-558-6356 304-558-9468	WVDOH - Traffic Engineering Div. Bldg. 5 - Room A650 1900 Kanawha Blvd. E. Charleston, WV 25305

* District/Division headquarters phone number

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 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, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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.

Bidder: Impact Recovery Systems, Inc. Signed: Brandi Wilson
Date: January 12, 2010 Title: Customer Service

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

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.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: Impact Recovery Systems, Inc.Authorized Signature: *[Signature]* Date: 1-14-10State of TexasCounty of Bexar, to-wit:Taken, subscribed, and sworn to before me this 14th day of January, 2010.My Commission expires August 21, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

