



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
8511C2034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 33 304-558-2402

VENDOR	*709032901 630-377-9100 WORK AREA PROTECTION CORP 2500 PRODUCTION DR PO BOX 4087 SAINT CHARLES IL 60174-9081	SHIP TO
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DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 03/29/2011	TERMS OF SALE 1% 10 Net 30	SHIP VIA Best Way	F.O.B Destination	FREIGHT TERMS Delivered
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BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		550-78		
<p>FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS AND BASES</p> <p>REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR AN OPEN END CONTRACT TO PROVIDE FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS AND BASES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHERI.D.SLONE@WV.GOV. ATTACHED FIND A WORD DOCUMENT FOR SUBMITTING TECHNICAL QUESTIONS. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/11/2011 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: 8511C2034</p>						

RECEIVED

APR 26 A 10:52

PURCHASING DIVISION
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael P. Lohman</i>	TELEPHONE 630-377-9100	DATE 4/25/11	
TITLE Vice President/Offc.Mgt	FEIN 52-1488457	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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 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/29/2011	1% 10 Net 30	Best Way	Destination	Delivered

BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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^X.....</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 THE 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: center;"><i>Michael P. Kohner</i> SIGNATURE</p> <p style="text-align: center;">Work Area Protection Corporation COMPANY</p> <p style="text-align: center;">.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Michael P. Kohner</i>	TELEPHONE 630-377-9100	DATE 4/25/11	
TITLE Vice President/Ofc Mgr	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE	

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DATE 4/25/11						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
REV. 09/21/2009						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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.						
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.						
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.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael P. ...</i>	630-377-9100	4/25/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President/Ofc Mgr	52-1488457		

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<p>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, 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael P. Rehner</i>	TELEPHONE 630-377-9100	DATE 4/25/11
TITLE Vice President/Ofc Mgr	FEIN 52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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>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> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael P. Kohner* TELEPHONE 630-377-9100 DATE 4/25/11

TITLE Vice President/Ofc Mgr FEIN 52-1488457 ADDRESS CHANGES TO BE NOTED ABOVE

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:		SHERI SLONE - FILE 33				
RFQ. NO.:		8511C2034				
BID OPENING DATE:		04/28/2011				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 630-377-9270 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Michael P. Linkimer -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Michael P. Linkimer</i>	TELEPHONE	630-377-9100	DATE	4/25/11
TITLE	Vice President/Ofc Mgr	FEIN	52-1488457	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ 8511C2034 ***** TOTAL:						\$34,339.01

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael P. Liberman* TELEPHONE 630-377-9100 DATE 4/25/11

TITLE Vice President/Ofc Mgr FEIN 52-1488457 ADDRESS CHANGES TO BE NOTED ABOVE

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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.

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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).

FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS

SCOPE OF CONTRACT

To provide Flexible Plastic Traffic Control Drums, including bases, with sheeting pre-applied, and replacement bases, as needed.

MATERIAL SPECIFICATIONS

Flexible Plastic Traffic Control Drums supplied as part of this Contract shall be low density polyethylene. Retroreflective markings shall be horizontal, circumferential, alternating orange and white retroreflective stripes 6 inches wide. Drums shall have a minimum of two orange and two white stripes with the top stripe being orange. Any non-retroreflectorized spaces between the horizontal orange and white stripes shall not exceed 3 inches

Sheeting used on drums shall be Type ASTM-III. The sheeting used by the supplier shall be a Type ASTM-III material, approved by the WVDOH for used on reboundable drums. The current (Approved Products List) APL for retroreflective sheetings may be viewed at the following website:

<http://www.transportation.wv.gov/highways/mcst/Pages/715.9.2signsheet.aspx>

Bases for drums shall be black rubber weighing 40 pounds minimum. The bases shall have molded in carrying handles.

Each Drum shall be permanently stamped in a prominent location with the letters "WVDOH" a minimum of 1" in height.

APPROVED PRODUCTS

The approved fabricator's list herein establishes a list of products that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or vendor. Any fabricator meeting the established level of quality may become an approved fabricator and be added to the approved fabricator's list in accordance with the approval procedures found in MP 700.00.55

Guidelines for Establishing Approved Lists of Materials and Sources. A copy of MP 700.00.55 may be found at:

<http://www.transportation.wv.gov/highways/mcst/Pages/MaterialProcedures.aspx>

The state reserves the right to waive minor irregularities in bids or specifications in accordance with section 148-1-4(F) of the West Virginia Legislative Rules and Regulations.

Flexible Plastic Traffic Control Drums bid by vendors shall be a low density polyethylene model drum meeting the above Material Specifications. The vendor may supply a low density polyethylene drum model listed on the current APL for Flexible Plastic Drums. The current APL for Flexible Plastic Drums may be viewed at the following website:

<http://www.transportation.wv.gov/highways/mcst/Pages/715.9.3flexdrums.aspx>

Models approved for bidding on this Contract based on the current Approved Products Listing as of the date of the advertisement of this Contract are as follows:

MANUFACTURER	MODEL
Traffix Devices	18046-LD-HI w/ 40# rubber base
Work Area Protection	B400 Low Density with 40# rubber base
Work Area Protection	B500LC Low Density with 40# rubber base
Bent Manufacturing	Superdome Low Density with 40# rubber base
Plastic Safety Systems	Lifeguard Low Density with 40# rubber base
Plastic Safety Systems	Lifeguard II Low Density with 40# rubber base
Eastern Molding International	HTLD-6HI with 40# rubber base

MANUFACTURER SHEETING APPLICATION CERTIFICATION

The vendor will be required to submit a copy of a letter, specific to this Contract, stating that the drum manufacturer has been certified by the sheeting manufacturer to apply the series sheeting specified to the model drum 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 drum 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 drum 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.

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.

BID ITEMS

Flexible Plastic Traffic Control Drums shall be bid complete with bases and pre-applied sheeting. Replacement drums with pre-applied sheeting and replacement bases shall also be available for purchase separately.

MINIMUM ORDER

Each order shall include a minimum total of 25 ea. flexible drums, with or without bases.

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 thirty (30) days A.R.O. Late delivery charges against the vendor may be assessed at a rate of \$50.00 per calendar day beyond thirty (30) 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.

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)
FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS					
1	500	Per each, Complete Flexible Plastic Traffic Control Drum, to include sheeting and base	\$68.54	\$34,270.00	080662
2	1	Per each, Replacement Flexible Plastic Traffic Control Drum, to include sheeting (DRUM ONLY)	\$46.19	\$ 46.19	080663
3	1	Per each, Replacement Flexible Plastic Traffic Control Drum rubber base (BASE ONLY)	\$22.82	\$ 22.82	080664
TOTAL			↗	\$34,339.01	

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.

FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS

1) Drum manufacturer: Work Area Protection Corporation

2) Trade name(s) and model number(s) of drums to be supplied: B500LC 4-6HI 4ORB

3) Manufacturer and Series number of sheeting to be utilized : 3M Scotchlite 3810 Series

4) Drum manufacturer certified by sheeting manufacturer to apply specified sheeting to the drum specified?

Yes	No
X	

5) Drum bid meets NCHRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No
X	

6) Retroreflective markings to be horizontal, circumferential, alternating orange and white retroreflective stripes 6 inches wide?

Yes	No
X	

7) Drums to have a minimum of two orange and two white stripes with the top stripe being orange?

Yes	No
X	

8) Any non-retroreflectORIZED spaces between the horizontal orange and white stripes to not exceed 3 inches?

Yes	No
X	

9) Drums to be supplied with sheeting pre-installed by the manufacturer?

Yes	No
X	

10) Bases to have molded in carrying handles?

Yes	No
X	

11) The letters "WVDOH" to be permanently stamped in black in one (1) inch min. letter height in a prominent location?

Yes	No
X	

PRINT NAME: Michael P. Linkimer

SIGN NAME: *Michael P. Linkimer*

NAME OF VENDOR: Work Area Protection Corporation

DATE: 4/25/11

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: 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 304-528-5600*	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	304-647-7551 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	304-487-5283 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 A550 1900 Kanawha Blvd. E. Charleston, WV 25305

* District/Division headquarters phone number



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
8511C2034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 33
304-558-2402

VENDOR

*709032901 630-377-9100
 WORK AREA PROTECTION CORP
 2500 PRODUCTION DR
 PO BOX 4087
 SAINT CHARLES IL 60174-9081

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2011	1% 10 Net 30	Best Way	Destination	Delivered

BID OPENING DATE: 04/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) REPLACE PAGES 8 AND 12 OF THE SPECIFICATION WITH THE ATTACHED.						
2.) BID OPENING DATE REMAINS 04/28/2011 AT 1:30 PM.						
***** END ADDENDUM NO. 1*****						
0001	1	LS		550-78		
FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS AND BASES						
***** THIS IS THE END OF RFQ 8511C2034 ***** TOTAL:						\$34,339.01

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael P. Robinson</i>	630-377-9100	4/25/11	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Vice President/Ofc Mgr	52-1488457		

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

Traffic Safety Systems Division

3M Center, Building 0235-03-W-52
Saint Paul, MN 55144-1000
651-737-4467 phone
651-373-9553 cellular
651-737-5888 fax
mjweber3@mmm.com



Mike Linkimer – Vice President
Work Area Protection
2500 Production Drive
St. Charles, IL 60174

April 11, 2011

Re: RFQ8511C2034

Dear Mr. Linkimer,

3M Traffic Safety Systems Division certifies that Work Area Protection is fully trained and complies with appropriate procedures to laminate all 3M reflective sheeting designed for the use on Work Area Protection polyethylene reboundable devices used in the construction work zone traffic market.

Included but not limited to the follow:

1. PE (polyethylene) traffic barrels or drums.
2. PE cones, tubes or channelizer type devices.
3. PVC cone.
4. Such other devices that follow our guidelines for surface preparation and sheeting application.

If you or your customers have questions regarding this certification, please contact me at the numbers below, or 3M Technical Service at 800-553-1380.

Best regards,

Michael J. Weber

Michael J. Weber | Technical Service Engineer
3M Traffic Safety Systems Division
3M Center, 235-03-W-52 | St. Paul, MN 55144-1000
Office: 651-737-4467 | Mobile: 651-373-9553 | Fax: 651-575-3055
Mjweber3@mmm.com | www.3M.com



Work Area Protection Corp.

A DIVISION OF STABLER COMPANIES INC.

2500 Production Drive • P.O. Box 4087, St. Charles, IL 60174-9081
PHONE 1-800-327-4417 • 1-630-377-9100 • FAX 1-630-377-9270

Certification of Crashworthiness **For Category I and II Traffic Control Devices**

The below listed traffic control device is certified as crashworthy in that it meets the evaluation criteria of the NCHRP Report 350 per FHWA Memorandum WZ-54. These devices are considered crashworthy and pose no risk to vehicle occupants based on years of demonstrably safe operational performance.

Work Area P/N
"Lane Changer"
B500LC

Description
Plastic Drum w/wo Lights,
w/wo 25-40 lb. Rubber Base,
Tire Ring or Plastic Base,
w/wo Reflective Sheeting

Sincerely,

WORK AREA PROTECTION CORPORATION

Jeffery Smith
Vice President

State of Illinois

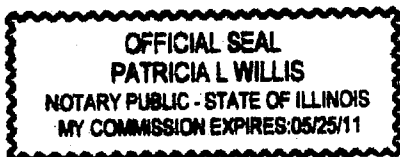
Being duly sworn upon oath says that the statements set forth are true and correct.

County of Kane

Subscribed and sworn before me on this

9th day of February, 2011.

Patricia L. Willis



This Certificate of Crashworthiness shall not be reproduced except in full.



U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **INFORMATION:** Work Zone Safety: Generic Crashworthy
Barricade Designs, Drums with Warning Lights, Generic
Lightweight Warning, and Lights Acceptance Letter WZ-54

Date: September 15, 2000

Original signed by
From: Frederick G. Wright, Jr.
Program Manager, Safety

Reply to
Attn. of: HSA-1

To: Directors of Field Services
Division Administrators
Federal Lands Highway Division Engineers

A) INTRODUCTION

The FHWA memorandum "INFORMATION: Crash Tested Work Zone Traffic Control Devices," dated August 28, 1998, listed work zone hardware accepted under National Cooperative Highway Research Program (NCHRP) Report 350. It also explained the revised deadline dates established by the AASHTO/FHWA Agreement. The AASHTO/FHWA agreement established October 1, 2000, as a date significant to work zone channelizing devices. This present memorandum, which will be included in our Acceptance Letters as number WZ-54, provides additional information and guidance to help highway agencies implement crash tested barricades, drums, and warning lights.

B) BARRICADES

Type one, two, and three barricades newly purchased for use on the NHS after October 1, 2000, must meet the crashworthiness guidelines contained in NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features." Numerous designs have been and are being crash tested by States, FHWA pooled-fund studies, and private industry. This memorandum transmits the details of a set of "generic" steel-frame barricade designs that have been tested by a private manufacturer. The sponsor of the testing, Bent Manufacturing Company, has asked that the designs of these crashworthy barricades be distributed for use free of charge by anyone who wishes to build a NCHRP Report 350-acceptable barricade.

These barricade designs remain Work Zone Category II devices because only specific variations are permitted (in type and dimensions of reflectorized rail, gage of steel angles, and presence or absence of warning lights). (See our memorandum of July 25, 1997, and August 28, 1998 for discussion of work zone device categories. Both are on the Office of Safety Web Site). This means that any manufacturer, contractor, subcontractor, vendor, or State forces may build and/or supply these barricades and certify

that they conform to the attached designs and specifications.

By doing so they meet the requirement to supply a crashworthy device under NCHRP Report 350.

The barricades were the subject of our November 23, 1998, acceptance letter number WZ-6 to Bent Manufacturing Company. They were tested in accordance with our guidelines which call for head-on and 90-degree testing. The Type two barricade was tested using "lightweight" warning lights (the "ToughLite 2000" was the model used, with a mass of 1.3 kg). The Type III barricade was tested with two lightweight warning lights. The Type three plywood panel barricades also carried aluminum warning signs mounted on the face of the striped rails, but the sign panel caused significant windshield damage and deformation in the head-on test. Therefore, this Type three barricade should not be used with rigid signs. (See acceptance letter number WZ-40 dated June 6, 2000, for a crash-tested Type three barricade supporting a sign mounted above the top rail).

These "generic" designs were also sent to all members of the American Traffic Safety Services Association (ATSSA) on October 20, 1999.

A description and discussion of each barricade follows:

Type One and Type Two Barricade

The 914-mm wide A-frame Type two barricade was successfully crash tested. It consists of four 1156-mm long, 12 gage steel, 31.75 x 31.75-mm angle legs, each with a 14.29-mm (9/16-inch) hole at the top for bolting the two halves together and/or attaching a warning light of 1.5-kg mass or less. Four 13-mm thick plywood panels were attached to the legs using 0.635-mm bolts, nuts, and washers. The top two panels were 305-mm in width and the bottom two were 203-mm wide. This barricade is also considered acceptable when the plywood panels are 203-mm wide, or when 14 gage steel legs are used. Ballast, when used, may not be placed higher than the bottom rail (a sandbag placed on the bottom rail, or hanging from the top rails barely suspended above the pavement is acceptable). The Type two barricade may also use waffleboard plastic panels as shown in the attached specification sheets.

This same device becomes a Type one barricade when only the top rail carries reflective sheeting per the MUTCD. If a Type one barricade with no bottom rail is needed, then the legs should 12 gage steel angle. The lighter, 14 gage legs should not be used without the bottom panel as the barricade's center of gravity and structural integrity may change, significantly altering its crash performance.

Type Three Barricade

The 2440-mm wide barricade consists of a pair of 1525-mm long, 3.5-mm thick, 38-mm x 38-mm hot rolled-high carbon steel angles as the base. To each of these is welded a 200-mm long, 51-mm square tube into which are inserted 1600-mm tall, 3.5-mm thick, 38-mm x 38-mm hot rolled high carbon steel angle uprights. The three barricade panels are each 19-mm ACX plywood and are attached with 0.9525-mm diameter bolts, nuts, and washers to each upright. The Type three barricade is also acceptable with panels that are 1830-mm or 1220-mm long.

Common Features

As mentioned above, both barricades were tested with lightweight warning lights. The Type two barricade may support one and the Type three barricade may support two such lights attached with the standard vandal resistant hardware (i.e., using the cupped washer). The metal legs/frame of these barricades may be either painted or galvanized. No additional signs or flags should be mounted on either barricade type unless tested and found to be crashworthy.

Acceptance

As discussed in Acceptance Letter WZ-6, the results of the testing met the FHWA requirements. Therefore, the devices listed in this memorandum and shown in the attached drawings are acceptable for use as Test Level 3 devices on the NHS under the range of conditions tested, when proposed by a state.

C) DRUMS WITH WARNING LIGHTS

Plastic drums with warning lights attached were considered Category II devices requiring crash testing of individual combinations. Because of successful crash testing of drums and other channelizing devices with common warning lights we now believe that most drums with Type A or C warning lights firmly affixed with vandal resistant hardware are crashworthy and may be self-certified by the vendor. The American Traffic Safety Services Association solicited information from their members on the sizes, weights, and materials used in drums and warning lights. The following table shows the range of drums and lights which are in common use and may be considered crashworthy without additional testing. A vendor may self-certify that her/his drums with lights are within the acceptable range that is considered crashworthy, or they may conduct their own "in house" crash testing to demonstrate that their drums with lights do not have the potential to severely damage the windshield of an vehicle striking the drum. The FHWA will not review test results or specifications of drums with lights that fall within the range considered crashworthy. (Note that FHWA does not advocate "live driver" crash testing. As the intent of any crash testing is to determine whether or not a device is safe, serious damage to the vehicle and/or injury to a driver may result).

CATEGORY 1 - PLASTIC DRUMS WITH WARNING LIGHTS		
	Dimensions	Typical Materials
Drums		High Density Polyethelene or Low Density Polyethelene
Mass*	4.5 kg to 7.3 kg	
Diameter	450 mm to 600 mm**	
Height	900 to 1100 mm	
Handle thickness***	13 mm	
Warning Lights		Polypropylene or Polyethelene battery case Polycarbonate lens
Mass	Up to 2.4 kg	
Lens diameter	180 mm to 200 mm	
Height	270 mm to 340 mm	
Fastener Hardware	12.7 mm diameter cadmium plated steel bolt/nut and a 38.1mm diameter, 19mm high cup washer. The typical length of the bolt is 95.25 mm.	

* Ballast placed at the base is not included. Low profile ballast may be added without compromising crashworthiness.

** MUTCD Minimum "diameter" is 18" or 457-mm. Actual measurement of drums range from 305-mm for the narrow top dimension on a rectangular cross-section drum to 600-mm diameter bases.

*** Thickness of plastic handle or "ears" to which the warning light is attached. The thickness of the plastic at the point of the attachment hole should be a minimum of 8-mm.

D) LIGHTWEIGHT WARNING LIGHTS

A number of other channelizing devices (various vertical panels, barricades) have been successfully crash tested using "lightweight" warning lights. These are MUTCD Type A or C (flashing or steady-burn, respectively) lights which have a mass of 1.5 kg or less (including batteries if the lens is mounted on top of the battery case). In general, they either have a separate battery pack located at the base of the device and only the lens assembly is attached to the top of the barricade; or the lens assembly is attached to a small battery pack and the unit, including batteries, is less than 1.5 kg. The circular plastic lens is approximately 180-mm to 200-mm in diameter (nominal 7 inches). Most lightweight warning lights use LED technology.

- ! These lightweight warning lights may be considered interchangeable. That is, any channelizing device successfully crash tested with a lightweight warning light will be considered crashworthy when used with any other lightweight warning light.
- ! Channelizing devices successfully crash tested with any warning light will be considered crashworthy when used with a lightweight warning light.

- ! These lightweight light consist of a circular lens mounted on a plastic block with rounded edges. Other shapes such as thin cylindrical lights (roughly the size and shape of a flashlight) are not covered by this action as they may concentrate the impact force and penetrate a windshield.
- ! Lightweight warning lights generally conforming to this description but powered by batteries recharged by integral solar cells are also acceptable. These solar powered warning lights are limited to a mass of 1.0 kg.
- ! The standard warning light powered by two lantern batteries is not covered by this action. These standard units have a mass of approximately 2.0 kg and may not be interchanged with lightweight warning lights. However, they are acceptable when securely attached to plastic drums as discussed in the section above, and where they have been specifically included in a successful crash test and found acceptable for use.
- ! All warning lights should be securely attached to the channelizing device using standard vandal-resistant hardware as described in the table above referring to lights on drums.

E) SUMMARY

Please note the following provisions which apply to this letter of acceptance:

- ! Our acceptance is limited to the crashworthiness characteristics of the devices and does not cover their structural features, nor conformity with the Manual on Uniform Traffic Control Devices.
- ! Only the variations in design and materials discussed above are acceptable for devices covered by this memorandum. Any changes other than normal manufacturing tolerances will require a new acceptance letter.
- ! Should the FHWA discover that the qualification testing was flawed, that in-service performance reveals unacceptable safety problems, or that the devices being marketed are significantly different from the version considered crashworthy, it reserves the right to modify or revoke its acceptance.
- ! Manufacturers, vendors, and/or suppliers will be expected to supply potential users with sufficient information on design and installation requirements to ensure proper performance.
- ! Contractors, vendors, etc., will be expected to certify to highway agency users that the barricades, drums, warning lights, and connecting hardware furnished have essentially the same chemistry, mechanical properties, mass, and geometry as those shown in the attached drawings and specifications, and that they will meet the crashworthiness requirements of FHWA and NCHRP Report 350.
- ! Vendors supplying drums with lights under this letter must provide a self-certification of crashworthiness (a sample is attached to this memorandum). This self-certification will satisfy the requirements as a "Category 1" device under the FHWA guidelines. The FHWA will no longer write separate acceptance letters covering devices made to these specifications.
- ! To prevent misunderstanding by others, this letter of acceptance, designated as number WZ-54, shall not be reproduced except in full.

4 Attachments

State of West Virginia

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: _____ Signed: _____

Date: _____ Title: _____

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

RFQ No. 8511C2034

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 SIGNATURE

Vendor's Name: Work Area Protection Corporation

Authorized Signature: *Michael P. Lubner* Date: 4/25/11

State of Illinois

County of Kane, to-wit:

Taken, subscribed, and sworn to before me this 25th day of April, 2011.

My Commission expires March 9th, 2015, 2015

AFFIX SEAL HERE

NOTARY PUBLIC

Barbara Ray

