

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 8512C2040 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ALAN CUMMINGS 304-558-2402

*C01135338 800-662-6338 PLASTIC SAFETY SYSTEMS INC 2444 BALDWIN ROAD

CLEVELAND OH 44104

DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION VARIOUS LOCALES AS INDICATED Ţ BY ORDER

DATE PRINTED		TEP	RMS OF SAL	E	SHIP VIA	F.O.B.	FREIGHT TERMS	
04/16/	2012	Net 3	30 Days	5	Best Way	Best Way Destination		
BID OPENING DATE:	05/02/2012				BID	OPENING TIME 0	L:30PM	
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DIOMATURE NA		n		SEE RE	VERSE SIDE FOR TERMS AND CO			
SIGNATURE	ell t	XX			TELEPHONE 800-60	52-6338 DATE	May 1, 2012	
TITLECustomer	Service l	Mgr. F	EIN 34-1	372255	5	ADDRESS CHANGES	S TO BE NOTED ABOVE	

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.html 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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*C01135338 800-662-6338 PLASTIC SAFETY SYSTEMS INC 2444 BALDWIN ROAD CLEVELAND OH 44104

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

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800-662-6338

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					UMBER IN CASE IT NG YOUR BID: 216-231-2702	IS NECESSARY		
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BID SCHEDULE

Quantities listed in this RFQ are approximations only. 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. Award will be based on lowest total cost.

ITEM NUMBER	UNIT OF MEASURE	ESTIMATED QUANTITY	DESCRIPTION	PART DETAIL SHEET(S)	UNIT PRICE	EXTENDED TOTAL AMOUNT	(POH USE ONLY) INVENTORY SUBCODE
			Energy Absorption Systems Energite III Sand Barrels				
1	EA.	18	Energite III complete barrel, 200# through 1400# (includes container, lid, and insert. Specify [200# - 400#] or [700#] insert to be supplied with barrel)	1	n/A	0	511000
2	EA.	8	Energite III complete barrel, 2100# (includes container and lid)	1	N/A	0	512000
3	EA.	1	Energite III lid	1	N/A	0	513000
			Energy Absorption Systems Fitch Sand Barrels		N/A	0	
4	EA.	26	Fitch complete barrel , 200#, 400#, 700#, 1400#, 2100# (includes container, zip strips, lid, and Unicore insert)	1	N/A	0	521000
5	EA.	1	Fitch lid	1	N/A	0	522000
			Traffix Devices Sand Barrels				
6	EA.	10	Traffix Devices complete barrel, 200# through 700# (includes pedestal, sand container, and lid)	2, 3	N/A	0,	531000
7	EA.	8	Traffix Devices complete barrel, 1400# (includes lid)	2, 3	N/A	0	532000
8	EA.	8	Traffix Devices complete barrel, 2100# (includes lid)	2, 3	N/A	0	533000
9	EA.	1	Traffix Devices lid	2, 3	N/A	0	534000

BID SCHEDULE (CONTINUED)

ITEM NUMBER	UNIT OF MEASURE	ESTIMATED QUANTITY	DESCRIPTION	PART DETAIL SHEET(S)	UNIT PRICE	TOTAL AMOUNT	(PGH USE ONLY) IMVENTORY SUBCODE
			Plastic Safety Systems CrashGard Sand Barrels				
10	EA.	26	PSS complete barrel, 200#, 400#, 700#, 1400#, 2100# (includes barrel P/N CC-48, lid P/N CC-L36, and insert P/N CC-I27	4, 5, 6	267.56	6,956.56	
11	EA.	1	PSS lid P/N CC-L36	5	80.23	80.23	
			CONTRACT TOTAL -		\longrightarrow	7,036.79	

WVDOH PERSONNEL

An online form is in place in order for District personnel to submit a documented report to the Traffic Engineering Division regarding issues associated with material orders. This form is intended to serve as a manner in which District personnel may quickly and easily submit a documented report to the Traffic Engineering Division regarding issues associated with ordering, delivery and receipt, quality, or order reconciliation issues associated with any of the materials ordered. This form may also be used to report issues with the installation or post-installation performance of materials. This form is located in the "Traffic" section of the WVDOT intranet site (Click on "Traffic" on the left side of the page, then click on "PO Contract Report" on the left side of the page). The direct address for the location of this form is

http://sharepoint.wv.gov/sites/dot/highways/traffic/pocontractreport/Pages/default.aspx. Once the report is submitted, an email verification will be automatically sent and an email notice will be sent to the Traffic Engineering Division. All reports submitted will be responded to by the Traffic Engineering Division. The Traffic Engineering Division will work with the individual at the District submitting the report to obtain additional needed facts or documentation such as photos or product samples, and will contact and work with the Contract Vendor and Materials Division if needed in order to reconcile the issues in a manner acceptable to all parties if possible. Typically, as a final step to address reported issues, the Traffic Engineering Division will complete and submit a WV-82 Vendor Performance Form in order to officially document any issues and their outcome. The initial point of contact for any submitted reports is Bruce Miller. If you have any questions or would like to follow up on the status of a report that has been submitted, please contact Mr. Miller at 558-9454 or bruce.f.miller@wv.gov.

RFQ No.	8512C2040
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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 exceed 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. Plastic Safety Systems	, Inc.
Authorized Signature:	Date: May 1, 2012
State ofOhio	
County of Cuyahoga, to-wit:	J
Taken, subscribed, and sworn to before me this $\frac{\int^{\mathcal{S}}}{}$	day of, 20_12.
My Commission expires 4/30	, 20 <u>16</u> .
AFFIX SEAL HERE	NOTARY PUBLIC. Lesa a Mikalouski Teresa A. Mikalouski
	NOTARY PUBLIC

Teresa A. Mikalouski NOTARY PUBLIC State of Ohio My Commission Expires 4/30/2016



CrashGard™

Unsurpassed Durability.
Universal Size.

Worth the Weight.



Sand Barrel/Crash Cushion/Impact Attenuator

Plastic Safety Systems, Inc. 2444 Baldwin Road Cleveland, OH 44104

p: 216-231-8590

p: 800-662-6338

f: 216-231-2702

www.plasticsafety.com



CrashGard™

Unsurpassed Durability.
Universal Size.

Certified: NCHRP-350 Test Level 3 FHWA CC-97

Durable

- Blow-molded manufacturing yields a stronger sand barrel.
- UV stabilizers maximize product life. Color-stable pigments resist fading.
- Withstands minor impacts during routine handling when:
 - filling or dumping.
 - loading or unloading a truck.
 - nesting for storage.

Universal

- 1 CrashGard sand barrel accommodates all weight requirements:
 - with insert: 200, 400 or 700 lbs.
 - without insert: 1,400 or 2,100 lbs.
- 1 barrel eliminates the need to stock different sizes of barrels.
- 1 barrel reduces inventory costs and confusion.

Practical

- · Designed for easy transport:
 - · Squared bottom half accepts forklifts.
 - Tiered upper half accepts the CrashGard Hoist.
- Easily apply 4" and 6" reflective sheeting to upper tiers.
- Nests easily for convenient storage.

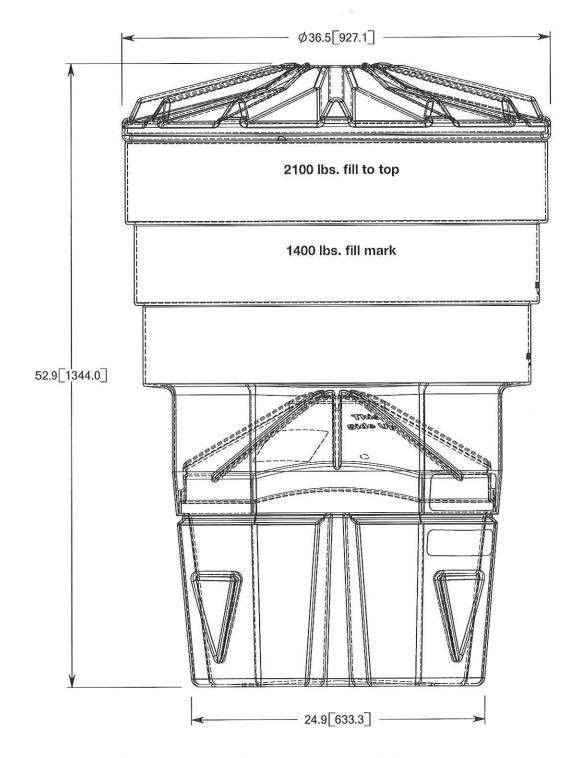
"On the Roadway for Safety"®

4/07



CrashGard[™] Specs

Unsurpassed Durability.
Universal Size.



CrashGard sand barrel, shown with lid and insert

Sand Barrel/Crash Cushion/Impact Attenuator

Plastic Safety Systems, Inc. 2444 Baldwin Road

Cleveland, OH 44104

p: 216-231-8590

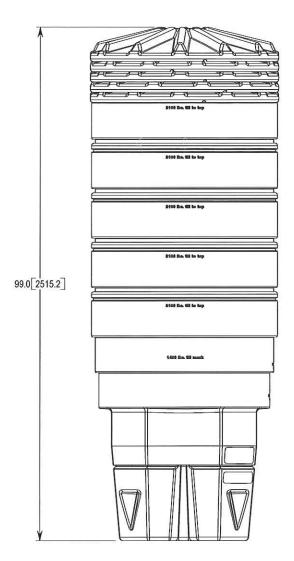
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f: 216-231-2702

www.plasticsafety.com



CrashGard™ Specs

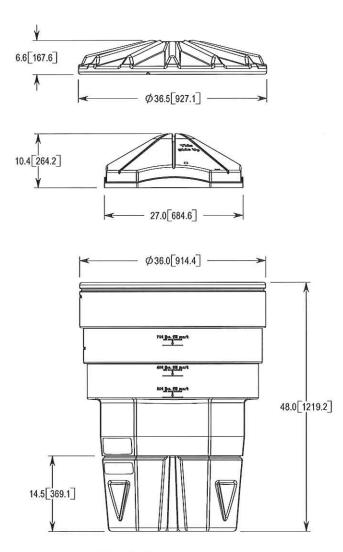


Shipping Configuration

1 stack consists of:

- 5 CrashGards nested
- 5 inserts (inside top barrel)
- 5 lids

No pallets neccessary



Weights

Lid 7 lbs. [3.18 kg] Insert 7 lbs. [3.18 kg] Barrel 38 lbs. [17.24 kg]

Measurements Shown In Inches [Millimeters]