



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
8512C2041

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ALAN CUMMINGS 304-558-2402

*516145726 800-279-7711

LOHMANN & RAUSCHER INC
6001 SW SIXTH AVE #101

TOPEKA KS 66615

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

RECEIVED
MAY - 4 2012

BY: *[Signature]*

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/01/2012				

BID OPENING DATE: 05/09/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
05/09/2012						
ADDENDUM NO. 01						
ISSUED TO REPLACE PAGE 8 OF THE SPECIFICATIONS AND ATTACH THE MANUFACTURING DETAIL DRAWING AS DEFINED IN SECTION 2.2.5 PER THE ATTACHED.						
BID OPENING DATE AND TIME HAVE CHANGED FROM 05/02/2012 AT 1:30 P.M. TO 05/09/2012 AT 1:30 P.M.						
0001		EA		345-92		81.90
SAFETY VESTS						
***** THIS IS THE END OF RFQ 8512C2041 ***** TOTAL:						See Pricing Page
** ALTERNATE BID **						
RECEIVED						
2012 MAY -9 AM 10:23						
WV PURCHASING DIVISION						

RECEIVED

2012 MAY -9 AM 10:23

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	MICHAEL R. HALL	TELEPHONE 800-279-3863	DATE 5/7/12
TITLE President	FEIN 48-1106998	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.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).

2.1.8: All garments supplied under this Contract within any particular Section (Sections for the purpose of this Contract are defined under Section 5.1.1) shall vary only in size and presence of the specified lettering (when applicable). All other parameters, such as the specific type background material and reflective striping, shall be the same for all of the garments within the Section.

2.2: Manufacturing requirements for "Adopt-A-Highway" vests. In addition to any applicable requirements contained within Section 2.1, all "Adopt-A-Highway" vests shall be manufactured in accordance with the following:

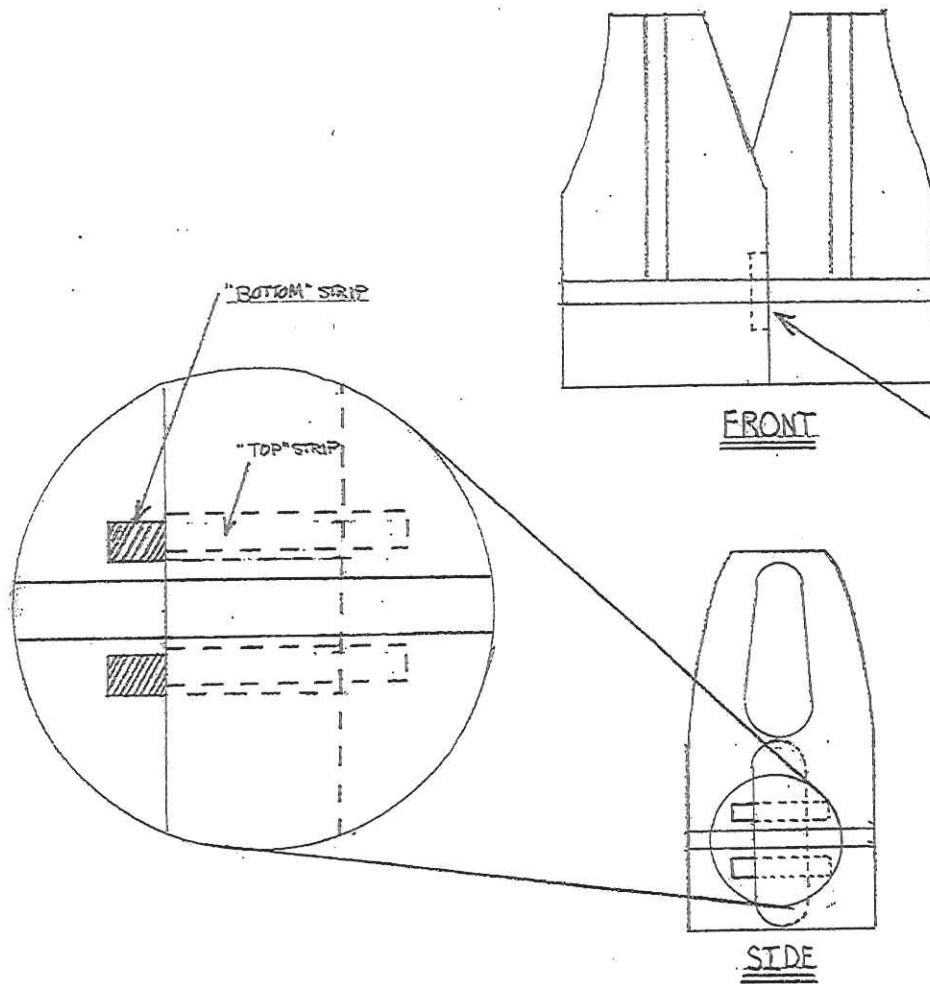
2.2.1: The background material used to manufacture all "Adopt-A-Highway" vests supplied as part of this Contract shall be of the manufacturer's choosing. However, the material utilized shall have a maximum weight of 3.7 oz per sq yd. The manufacturer may utilize a solid or mesh type background material. The color of the "Adopt-A-Highway" vests shall be Fluorescent red-orange.

2.2.2: Either sewn-on or heat applied retroreflective striping may be utilized for "Adopt-A-Highway" vests.

2.2.3: The striping pattern utilized shall be as shown in 2.2.5. One horizontal, 360 degree stripe shall encircle the torso. One vertical stripe shall join the torso stripe from the front to the back over each shoulder. The minimum clear distance on the back of the vests between the two vertical stripes shall be ten-inches (10").

2.2.4: These vests shall be manufactured to cover a range of sizes by utilizing side adjustments as shown in 2.2.5. The method of side adjustment shall be hook and loop type, and shall utilize two continuous horizontal one (1) inch (minimum) wide strips on each side, and shall be designed to provide the ability to adjust continuously, not incrementally, over the range of sizes provided in 2.2.6.

2.2.5: Manufacturing Detail Drawing:



HOOK AND LOOP FRONT CLOSURE - VERTICAL ONLY. NO HORIZONTAL STRIPS.
1" WIDE X 6" LONG (MIN)



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TOPEKA KS 66615

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

RECEIVED
APR 23 2012

BY: *[Signature]*

FREIGHT TERMS

DATE PRINTED

TERMS OF SALE

SHIP VIA

F.O.B.

04/18/2012

BID OPENING DATE:

05/02/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		345-92		81.90
	SAFETY VESTS					
				** ALTERNATE BID**	See Pricing Page	
				OPEN-END CONTRACT		
	THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT FOR CLASS 2 HIGH-VISIBILITY "ADOPT-A-HIGHWAY" SAFETY VESTS PER THE ATTACHED SPECIFICATIONS.					
	EXHIBIT 3					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH 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,					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Michael R. Hall

TELEPHONE

800-279-3863

DATE

5/7/12

TITLE

President

FEIN

48-1106998

ADDRESS CHANGES TO BE NOTED ABOVE

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04/18/2012						
BID OPENING DATE: 05/02/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>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 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>					ALTERNATE BID
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE 		TELEPHONE 800-279-3863		DATE 5/7/12		
TITLE President		FEIN 48-1106998		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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04/18/2012				

BID OPENING DATE: 05/02/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						** ALTERNATE BID **
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.						
REV. 01/17/2012						
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.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
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:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael R. Hall</i>	Michael R. Hall	TELEPHONE 800-279-3863	DATE 5/7/12
TITLE President	FEIN 48-1106998	ADDRESS CHANGES TO BE NOTED ABOVE	

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SHIP VIA

F.O.B.

FREIGHT TERMS

BID OPENING DATE:

05/02/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				** ALTERNATE BID **		
				SEALED BID		
				BUYER:	ALAN CUMMINGS - FILE 33	
				RFQ. NO.:	8512C2041	
				BID OPENING DATE:	05/02/2012	
				BID OPENING TIME:	1:30 P.M.	
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	800-289-1903	
				CONTACT PERSON (PLEASE PRINT CLEARLY):	Gary Piel	800-279-7711 ext 3718
				ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:		
				(1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Michael R. Hall

TELEPHONE

800-279-3863

DATE

5/7/12

TITLE

President

FEIN

48-1106998

ADDRESS CHANGES TO BE NOTED ABOVE

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

**Specifications for Fluorescent Red-Orange
ANSI/ISEA 107
Class 2 High-Visibility Low Cost "Adopt-A-Highway" Vests**

Purpose: To establish an open end contract to provide the West Virginia Division of Highways with Adopt-A-Highway safety vests.

1.0 DEFINITIONS

- A. The "Agency" shall be defined as the West Virginia Division of Highways
- B. The "Vendor" shall be defined as the successful bidder.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Vendor to provide the services as herein specified.
- D. "Release Order" shall be defined as order placed against the Contract by the Agency.
- E. Mandatory Requirements: The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. 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.
- F. "ANSI-107". All references to "ANSI-107" herein shall be interpreted as referencing the ANSI/ISEA (American National Standards Institute / International Safety Equipment Association) 107 American National Standards for High-Visibility Safety Apparel and Headwear, latest version as of the Contract advertising date.
- G. "Accredited Laboratory". All references to "Accredited Laboratory" contained herein shall be defined as a laboratory meeting the definition of "Accredited Laboratory" contained in ANSI-107 as defined per definition "F" above.

2.0 SCOPE OF WORK

The successful Vendor shall provide vests per the specifications herein.

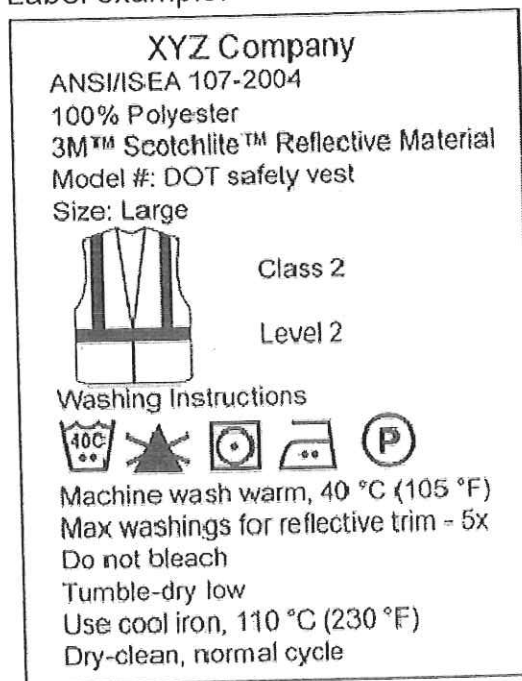
2.1 General Material Requirements:

- 2.1.1: All garments must be manufactured using ANSI-107 accredited laboratory certified background and retroreflective component materials and meet all applicable ANSI-107 mandatory design requirements. The reflective material on all garments shall meet the requirements of ANSI-107 Photometric Performance Level 2. Component materials utilized to manufacture garments for this Contract shall be certified to ANSI-107 by a competent and qualified Accredited Laboratory. Accredited Laboratory certificates of compliance shall be provided.
- 2.1.2: The background material utilized for all garments shall have successfully passed the testing requirements contained within "NFPA (National Fire Protection Association) 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films" (latest version as of the Contract advertising date)
- 2.1.3: Except as noted otherwise herein, all exposed vest edges shall be bound with grey nylon tricot or material identical to the background material of the vest. Exposed edges of non-woven polyester vests, if used for the "Adopt-A-Highway" vests, shall not be required to be bound. Plastic type bindings or borders are not acceptable.
- 2.1.4: The retroreflective striping materials used to manufacture all garments supplied as part of this Contract shall be two (2) inches wide.

2.1.5: Per ANSI-107, all garments shall include a label including the following information:

- a. Manufacturer
- b. ANSI/ISEA 107-XXXX ("XXXX" dependent on the applicable version of the ANSI/ISEA-107 specification as of the Contract advertising date)
- c. Fabric type
- d. Model #
- e. Size
- f. Pictogram showing garment class and retroreflectivity level
- g. Care guide and maximum number of cycles

Label example:



2.1.6: The manufacturer shall store, prepare, handle, and apply all garment fabrics and retroreflective materials fully in accordance with the garment fabric and retroreflective material supplier's recommendations. The manufacturer shall be responsible for verifying the compatibility of the garment and retroreflective materials to be used together.

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

2.1.8: All garments supplied under this Contract within any particular Section (Sections for the purpose of this Contract are defined under Section 5.1.1) shall vary only in size and presence of the specified lettering (when applicable). All other parameters, such as the specific type background material and reflective striping, shall be the same for all of the garments within the Section.

2.2: Manufacturing requirements for "Adopt-A-Highway" vests. In addition to any applicable requirements contained within Section 2.1, all "Adopt-A-Highway" vests shall be manufactured in accordance with the following:

2.2.1: The background material used to manufacture all "Adopt-A-Highway" vests supplied as part of this Contract shall be of the manufacturer's choosing. However, the material utilized shall have a maximum weight of 3.7 oz per sq yd. The color of the "Adopt-A-Highway" vests shall be Fluorescent red-orange.

2.2.2: Either sewn-on or heat applied retroreflective striping may be utilized for "Adopt-A-Highway" vests.

2.2.3: The striping pattern utilized shall be as shown in 2.2.5. One horizontal, 360 degree stripe shall encircle the torso. One vertical stripe shall join the torso stripe from the front to the back over each shoulder. The minimum clear distance on the back of the vests between the two vertical stripes shall be ten-inches (10").

2.2.4: These vests shall be manufactured to cover a range of sizes by utilizing side adjustments as shown in 2.2.5. The method of side adjustment shall be hook and loop type, and shall utilize two continuous horizontal one (1) inch (minimum) wide strips on each side, and shall be designed to provide the ability to adjust continuously, not incrementally, over the range of sizes provided in 2.2.6.

2.2.5: Manufacturing Detail Drawing:

2.2.6: "Adopt-A-Highway" vests shall be manufactured according to the following sizing chart and shall be available in all of the sizes listed:

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

Note, the sample garment provided by the Vendor per Section 5.2.2.1 shall be checked against the above sizing chart by determining the measurement completely around the vest when adjusted to the minimum and maximum sizes allowed by the side adjustments.

2.2.7: These vests shall measure a minimum of 16 inches at the shoulder (outside of shoulder straight across to outside of shoulder) and shall be a minimum of 24 inches in length (measured from the top of the back of the neck opening).

2.2.8: The front closure provided for these vests may be vertical hook and loop as shown in Section 2.2.5 or may be manufactured with a front non-conductive zipper closure. If hook & loop is used, no horizontal strips shall be used.

2.2.9: Logos: Black silk screened lettering shall be incorporated into the vests indicated as requiring such on the Bid Schedule. The lettering shall be made up of 1.5 inch tall letters. The font style used shall be Series B Highway Font. The text on these vests shall read "ADOPT-A-HWY". This text shall be identical in size, shape, and appearance to the drawing included as part of these specifications. This lettering will be made available electronically in .jpg, .bmp, or vectorized format upon request by contacting Bruce Miller of the WVDOH Traffic Engineering Division at 304-558-9454 or bruce.f.miller@wv.gov.

2.2.9.1: Lettering shall be screened on the back of the vests, such that the lettering is centered horizontally between the two vertical shoulder stripes. Vertically, the lettering shall be placed such that there is a 1 inch (+ ¼" / - 0") clearance between the bottom of the letters and the top of the horizontal reflective stripe. All silk screened text provided on vests supplied as part of this Contract shall be free of rough edges, smearing, running, splotches, or other visual defects.

2.2.9.2: These vests shall be in full compliance with the ANSI-107 square inches of background material requirement after the above specified lettering is applied.

3.0 ORDERING AND INVOICING

3.1 Release Orders

3.1.1 For all orders, the Agency will issue to the Vendor a WV-39 Release Order. Issuance of the Release Order shall contain the type of merchandise to be purchased and shall serve as the authorization to process the order.

3.1.2 Release Orders shall be delivered in full within the applicable specified time frame per Section 4.1.1. If the Vendor is unable to deliver in full within the applicable time frame, the Vendor shall be subject to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond the delivery deadline date until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Release Order. The penalty shall not exceed the original total amount of the Release Order. The penalty shall be calculated based on the Table shown at the following address:

<http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

The original total amount of the Release Order shall be substituted for the "Original Contract Amount" when using this Table.

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

3.1.4 Delivery is an integral part of this contract and failure to comply will be cause to initiate a WV-82, Vendor Performance Form. This form will officially notify the West Virginia Division of Purchasing and the Vendor of unsatisfactory performance in the execution of this Contract and the requirements herein.

3.2 Payment

3.2.1 The State of West Virginia currently utilizes a VISA purchasing card program which is issued through a local bank. The Vendor must accept the State of West Virginia purchasing card for payment of all orders placed against this Contract.

3.2.2 The Vendor must supply a credit card receipt, sales receipt, or cash register receipt. Charges must not be applied until merchandise is received in full by the Agency.

4.0 DELIVERY

4.1: Delivery Deadlines

4.1.1: All Release Orders off of this Contract shall be delivered within 30 days A.R.O.

4.2: Delivery Locations

4.2.1: Typically, delivery locations will be to, but shall not be limited to, the locations of the ten WVDOH District Headquarters. The cities in which the District Headquarters are located are Charleston, Huntington, Parkersburg, Clarksburg, Burlington, Moundsville, Weston, Elkins, Lewisburg, and Princeton.

4.3: Delivery Notification

4.3.1: If the Release Order includes a contact name and phone number for advance notification of delivery, the Vendor shall notify the contact a minimum of one (1) working day prior to delivery.

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

5.0 AWARD

5.1: Contract Sections

5.1.1: For evaluation and award purposes, this Contract shall be divided into one (1) section, which shall include all items listed. All of the items shall be awarded as one Contract. Award shall not be split among different Vendors.

5.2: Evaluation Procedure – Bids returned shall be evaluated as follows:

5.2.1: Based on pricing and taking into account any requested in-state Vendor preference, the lowest three bids shall be determined.

5.2.2: The State will request that each of the three lowest bidders provide to the State the items described in herein for review. Requests for the items described herein will be documented by sending the request by email or fax to an email address or fax number of a contact provided by the Vendor. Each Vendor shall have fourteen (14) Calendar Days to return the items described herein to the State for review. If not received within fourteen (14) Calendar Days, the Vendor's bid will be disqualified. The mailing address for the items described herein shall be provided at the time that the Vendor is contacted.

The following information should also be provided on a separate document along with the items described herein:

- Vendor Name
- Requisition Number

The items described below must be received within the time frame previously described. The State will not be responsible if the items described below are not received within the time frame previously described due to any reason. It is recommended that the Vendor mail the items described below as soon as possible after the items have been requested in order to allow time for these items to be sent again if necessary and delivered prior to the deadline previously described (based on the date of the initial request).

5.2.2.1: Sample garment – A sample of the garment to be provided by the Vendor shall be provided. Specific details are as follows:

Size M-2XL vest with screened logo. The logo shall not be required to read "ADOPT-A-HWY"; however, the logo shall be silk screened in black using the same material the Vendor intends to use for the "ADOPT-A-HWY" logo and shall be placed in the same general location as specified previously herein. All other characteristics of the vest shall be a completely accurate representation of the vests that the Vendor intends to supply if awarded the Contract.

5.2.2.2: Accredited Laboratory ANSI-107 certificate of compliance for the background material to be used in manufacturing the garment.

5.2.2.3: Accredited Laboratory ANSI-107 Performance Level 2 certificate of compliance for the retroreflective striping material to be used in manufacturing the garment.

5.2.2.4: "NFPA (National Fire Protection Association) 701: Standard Methods of Fire Tests for Flame Propagation of Textiles and Films" certificate of compliance for the background material to be used in manufacturing the garment.

5.2.2.5: Manufacturer self-certification for the completed garment. The content and format of this self-certification shall be as described in the ANSI-107 specification.

5.2.3: All sample garments and documentation will be reviewed for compliance with the Contract specifications. The results of these reviews will be documented.

5.2.4: If necessary, the WVDH will request additional garment samples and certifications from additional Vendors in order to determine the Vendor within each Section that can provide the garments requested at the lowest price taking into account any requested in-state Vendor preferences.

5.3: The WVDH reserves the right to not recommend award of this Contract for any reason.

5.4: The Vendor must provide a bid for all items shown; otherwise, the bid will be rejected.

Address
WVDOH - D1 Headquarters 1334 Smith Street Charleston, WV 25301
WVDOH - D2 Headquarters 801 Madison Avenue Huntington, WV 25712
WVDOH - D3 Headquarters 624 Depot Street Parkersburg, WV 26102
WVDOH - D4 Headquarters I-79 & Meadowbrook Road Clarksburg, WV 26302
WVDOH - D5 Headquarters P.O. Box 99 (Route 50) Burlington, WV 26710
WVDOH - D6 Headquarters 1 DOT Drive Moundsville, WV 26041
WVDOH - D7 Headquarters 255 Depot Street Weston, WV 26452
WVDOH - D8 Headquarters US 219 North Elkins, WV 26241
WVDOH - D9 Headquarters 103 1/2 Church Street Lewisburg, WV 24901
WVDOH - D10 Headquarters 270 Hardwood Lane Princeton, WV 24740
WVDOH - Traffic Engineering Div. Bldg. 5 - Room A550 1900 Kanawha Blvd. E. Charleston, WV 25305

**** ALTERNATE BID ****

BID SCHEDULE

The quantities listed below are not intended to represent actual expected quantities to be ordered. The quantities are based on known previous annual order quantities with the size ranges historically ordered in the smallest quantity normalized to a value of " 1 " and the quantities for the other size ranges adjusted accordingly based on previous order history ratios. The order histories which were used to determine the ratios used for creating the estimated quantities shown is based on the Items which include a logo (lettering on the back of the garment).

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	ESTIMATED QUANTITY	DESCRIPTION	UNIT COST	ITEM TOTAL COST
1	6	Size M through 2XL (adjustable) with "ADOPT-A-HWY" logo	5.95	35.70
2	1	Size 3XL through 4XL (adjustable) with "ADOPT-A-HWY" logo	5.95	5.95
3	6	Size M through 2XL (adjustable) without logo (THIS ITEM IS NOT INTENDED FOR WVDOH ORDERS)	5.75	34.50
4	1	Size 3XL through 4XL (adjustable) without logo (THIS ITEM IS NOT INTENDED FOR WVDOH ORDERS)	5.75	5.75
SECTION TOTAL →				81.90 *

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 WVDOH 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.

* Initial order 60 days ARO
Future orders 30 days ARO

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: _____

*Select 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 SIGNATURE

Vendor's Name: Lohmann & Rauscher, Inc.

Authorized Signature: *Michael R. Hall* Michael R. Hall Date: 5/7/12

State of Kansas

County of Shawnee, to-wit:

Taken, subscribed, and sworn to before me this 7th day of May, 2012.

My Commission expires August 18, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Kathy L. Foster

