



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 13

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 964952

Procurement Type: Central Master Agreement

Vendor ID: 000000180992 

Legal Name: DIMENSIONAL PRODUCTS INC

Alias/DBA:

Total Bid: \$99,583.00

Response Date: 12/16/2021 

Response Time: 16:29

Responded By User ID: DBIBrian 

First Name: Brian

Last Name: Sweeney

Email: bsweeney@dpihighwaysys

Phone: 410-861-8654

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000089

Published Date: 12/14/21

Close Date: 12/17/21

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO_2 GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS

Total of Header Attachments: 13

Total of All Attachments: 13



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 964952
Solicitation Description: ADDENDUM NO_2 GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-12-17 13:30	SR 0803 ESR12162100000003701	1

VENDOR
 000000180992
 DIMENSIONAL PRODUCTS INC

Solicitation Number: CRFQ 0803 DOT2200000089
Total Bid: 99583
Response Date: 2021-12-16
Response Time: 16:29:56

Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of Highways. This change is consistent with the Shur-Tite Soil Anchored Delineator posts, which also appear on the attached APL page.

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

**Vendor
 Signature X**

FEIN#

DATE

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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS	4000.0000	EA	15.190000	60760.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Commodity Line Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of

Extended Description:

PER EACH, COMPLETE GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST, WHITE, 1-WAY REFLECTIVE WHITE, TO INCLUDE POST AND RETROREFLECTIVE SHEETING (APPLIED)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS	200.00000	EA	17.820000	3564.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Commodity Line Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of

Extended Description:

COMPLETE GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST, WHITE, 2-WAY REFLECTIVE WHITE / RED, TO INCLUDE POST AND RETROREFLECTIVE SHEETING (APPLIED).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS	1500.0000	EA	15.190000	22785.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Commodity Line Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of

Extended Description:

COMPLETE GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST, YELLOW, 1-WAY REFLECTIVE FL. YELLOW, TO INCLUDE POST AND RETROREFLECTIVE SHEETING (APPLIED).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS	500.00000	EA	17.820000	8910.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Commodity Line Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of

Extended Description:

COMPLETE GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST, YELLOW, 2-WAY REFLECTIVE FL. YELLOW / FL. YELLOW, TO INCLUDE POST AND RETROREFLECTIVE SHEETING (APPLIED).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS	200.00000	EA	17.820000	3564.00

Comm Code	Manufacturer	Specification	Model #
46161508			

Commodity Line Comments: The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). Exception: These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of

Extended Description:

COMPLETE GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST, YELLOW, 2-WAY REFLECTIVE FL. YELLOW / RED, TO INCLUDE POST AND RETROREFLECTIVE SHEETING (APPLIED).

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Dimensional Products Inc. Address: 2601 Emory Road, Building 7
Finksburg, MD 21048

Name of Authorized Agent: Brian Sweeney Address: 2601 Emory Rd, Bldg 7, Finksburg MD 21048

Contract Number: CRFQ 0803 DOT2200000089 Contract Description: GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POSTS

Governmental agency awarding contract: West Virginia Division of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Cathy Wolfson - President
Steven Noel - Vice President

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Brian Sweeney - Sales

Signature: 

Date Signed: 12/16/2021

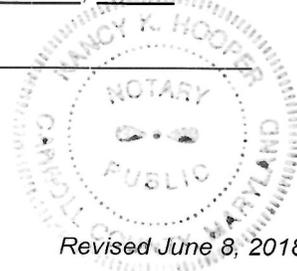
Notary Verification

State of Maryland, County of Carroll County:

I, Brian Sweeney, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of December, 2021


Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

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	Unit of Measure	Description	Unit Cost	Total	UNSPSC Code
Guardrail Mounted Flexible Delineator Posts						
1	4000	ea	Per each, Complete Guardrail Mounted Flexible Delineator Post, White , 1-way reflective white , To include post and retroreflective sheeting (applied)	\$15.19	\$60,760.00	46161508
2	200	ea	Per each, Complete Guardrail Mounted Flexible Delineator Post, White , 2-way reflective white/red , To include post and retroreflective sheeting (applied)	\$17.82	\$3,564.00	46161508
3	1500	ea	Per each, Complete Guardrail Mounted Flexible Delineator Post, Yellow , 1-way reflective fl. yellow , To include post and retroreflective sheeting (applied)	\$15.19	\$22,785.00	46161508
4	500	ea	Per each, Complete Guardrail Mounted Flexible Delineator Post, Yellow , 2-way reflective fl. yellow/fl. yellow , To include post and retroreflective sheeting (applied)	\$17.82	\$8,910.00	46161508
5	200	ea	Per each, Complete Guardrail Mounted Flexible Delineator Post, Yellow , 2-way reflective fl. yellow/red , To include post and retroreflective sheeting (applied)	\$17.82	\$3,564.00	46161508
GRAND TOTAL 					\$99,583.00	

REQUEST FOR QUOTATION
Guardrail Mounted Flexible Delineator Posts

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Guardrail Mounted Flexible Delineator Posts.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation response.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“WVDOH”** means West Virginia Division of Highways.

 - 2.5 **“APL”** means Approved Product List.

 - 2.6 **“Retroreflective Sign Sheeting APL”** means the version of the WVDOH Approved Products list for Retroreflective Sign Sheeting in effect as of the advertising date of this Contract. This APL may be found at:
[https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL%20By%20Number.aspx)

The APL 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 manufacturer whose product(s) meet the established level of quality may become an approved supplier and have their product(s) added to the APL in accordance with WVDOH approval procedures. Unless otherwise noted, the retroreflective sheeting applied to the devices supplied under this Contract shall be of the Type specified herein and shall be listed on the Retroreflective Sign Sheeting APL.

Manufacturers may submit products for evaluation and APL consideration by following the procedures described in WVDOH Materials Procedure 106.00.02 Guidelines for Establishing Approved Lists of Materials Sources. MP 106.00.02 may be found at:
https://transportation.wv.gov/highways/mcst/Pages/newproduct_evaluationprocedure.aspx

REQUEST FOR QUOTATION
Guardrail Mounted Flexible Delineator Posts

- 2.7 **“Guardrail Mounted Flexible Delineator Post APL”** means the version of the WVDOH Approved Products List for Guardrail Mounted Flexible Delineator Posts in effect as of the advertising date of this Contract. Approved Guardrail Mounted Flexible Delineator Posts are listed on the “Flexible Plastic Delineators - MASH” APL which may be found at: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

The APL 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 manufacturer whose product(s) meet the established level of quality may become an approved supplier and have their product(s) added to the APL in accordance with WVDOH approval procedures. Unless otherwise noted, the make and model of the Guardrail Mounted Flexible Delineator Posts supplied under this Contract shall be a model listed on the APL.

Manufacturers may submit products for evaluation and APL consideration by following the procedures described at the following link:
https://transportation.wv.gov/highways/mcst/Pages/newproduct_evaluationprocedure.aspx

- 2.8 **“AASHTO”** means American Association of State Highway and Transportation Officials.
- 2.9 **“ASTM”** means American Society for Testing and Materials.
- 2.10 **“WVDOH Standards”** means official standards published by the WVDOH pertaining to design, fabrication, construction, and material testing/acceptance. Examples of WVDOH Standards include the “WVDOH Standard Specifications Roads and Bridges”, the WVDOH “Standard Details Book” (Volumes I, II, and III), and the WVDOH “Materials Procedures”.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

The specifications of this solicitation and/or any WVDOH Standards referenced in and/or attached to this solicitation may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American Society for Testing and Materials

REQUEST FOR QUOTATION
Guardrail Mounted Flexible Delineator Posts

(ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this solicitation. The ability to access such specifications shall be considered a mandatory requirement for participation in this solicitation process as a Vendor or as a supplier to the Vendor, as applicable.

3.1.1 Guardrail Mounted Flexible Delineator Posts

3.1.1.1 The Guardrail Mounted Flexible Delineators supplied as part of this Contract shall meet the requirements specified in Section 2.7 and shall meet any additional requirements specified herein.

3.1.1.2 All Guardrail Mounted Flexible Delineators shall be supplied with retroreflective sheeting applied to one or both faces, as specified on and in the colors specified on Exhibit A. The retroreflective sheeting applied shall be a brand and product number approved for use with the product, as noted on the Guardrail Mounted Flexible Delineator Post APL.

If no retroreflective sheeting brand and product number is associated with the product on the APL, the Vendor shall provide the product with a Type ASTM-XI sheeting listed on the Retroreflective Sign Sheeting APL and noted as being for use with delineators. Prior to award, the Vendor shall also submit a letter of assurance from the retroreflective sheeting manufacturer.

3.1.1.2.1 The retroreflective sheeting letter of assurance shall be addressed from the sheeting manufacturer to the manufacturer of the product(s) to be supplied as part of this Contract. If the Vendor intends to utilize different manufacturers for different applicable products and/or different sheeting manufacturers, multiple letters may be required. The language of the letter shall provide sufficient indication, in the Division's judgment, that a) the reflective sheeting to be applied to the product(s) to be

REQUEST FOR QUOTATION
Guardrail Mounted Flexible Delineator Posts

supplied is suitable for use with the product(s) to be supplied, and b) the reflective sheeting manufacturer has reviewed with the product(s) manufacturer the recommended procedures for application of the reflective sheeting to the product(s) to be supplied. The sole purpose of this requirement is for the Division to verify that a) the sheeting manufacturer is aware of the product manufacturer's intended application for the reflective sheeting and has determined that the application is suitable, and b) that the sheeting manufacturer has made the product manufacturer aware of the recommended procedures for applying the reflective sheeting to the product substrate material. Depending on the Contract, different products may be included which may require different grades and/or variations of reflective sheeting materials. The letter must sufficiently address, in the Division's judgment, each product type / reflective sheeting combination. It is preferable that the letter reference the specific products to be supplied and each specific manufacturer reflective sheeting Series to be applied to the referenced products. If, during the life of the Contract, the product manufacturer intends to begin utilizing a different approved reflective sheeting than originally indicated in the Vendor's solicitation response, the Vendor shall make this request in writing and shall provide a new letter of assurance if determined by the Division to be necessary.

3.1.1.3 All Guardrail Mounted Flexible Delineators shall be supplied with manufacturer installation instructions.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the

REQUEST FOR QUOTATION
Guardrail Mounted Flexible Delineator Posts

Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in all required information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: john.w.estep@wv.gov .

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within twenty-two (22) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Notification of shipment from Vendor shall be received a minimum of 48 hours before delivery of material at the location indicated on the release.
- 6.2 Delivery Locations:** 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.

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Guardrail Mounted Flexible Delineator Posts

6.3 Delivery Requirement: All components shall be shipped adequately and securely. Any material delivered not meeting the above requirement shall be subject to being returned to the Vendor at the Vendor's expense. In this case, the vendor shall be responsible for the shipment of the returned materials back to the purchasing organization, packaged as specified above. In addition, the provisions of 6.4 shall remain in effect. The order shall be considered "delivered in full" at the time of the delivery of the returned materials back to the purchasing organization.

6.4 Late Delivery: The Agency placing the order under this Contract must be notified in writing at the Blanket Release Order "Invoice To" address if orders will be delayed beyond the time frame specified in 6.1 for any reason. Any such delay in delivery will be grounds for:

(a) Cancellation of the delayed order, and/or

(b) Obtaining the items ordered from a third party, and/or

(c) Subjecting the Vendor to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond twenty-two (22) working days after the vendor receives the order in the amount of \$40 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. This penalty will be applied in cases where, in the purchasing organizations' s judgement, the reason for the delay is within control of the Vendor and/or is not sufficiently supported.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.5 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.6 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items

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Guardrail Mounted Flexible Delineator Posts

shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

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Guardrail Mounted Flexible Delineator Posts

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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Guardrail Mounted Flexible Delineator Posts

8.3 Price Adjustments: In the event of a significant price increase of component material or rental equipment utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.

- 8.3.1** A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.
- 8.3.2** Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 8.3.3** The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
- 8.3.4** Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 8.3.5** Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 8.3.6** Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 8.3.7** Vendor documentation for price adjustments shall be submitted to john.w.estep@wv.gov for initial review.
- 8.3.8** Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

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Guardrail Mounted Flexible Delineator Posts

8.4 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Dimensional Products Inc.

Contract Manager: Brian Sweeney
Telephone Number: 410-861-8654
Fax Number: 410-861-8655
Email Address: bsweeney@dpihighwaysystems.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Brian Sweeney - Sales / Dimensional Products Inc.

(Name, Title)

Brian Sweeney - Sales / Dimensional Products Inc.

(Printed Name and Title)

2601 Emory Rd., Building #7, Finksburg MD, 21048

(Address)

P- 410-861-8654 / F- 410-861-8655

(Phone Number) / (Fax Number)

bsweeney@dpihighwaysystems.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Dimensional Products Inc.

(Company)

 Brian Sweeney - Sales

(Authorized Signature) (Representative Name, Title)

Brian Sweeney - Sales / Dimensional Products Inc.

(Printed Name and Title of Authorized Representative)

(Date)

12/16/2021

P- 410-861-8654 / F- 410-861-8655

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dimensional Products Inc.

Authorized Signature: [Signature] Date: 12/16/2021

State of Maryland

County of Carroll, to-wit:

Taken, subscribed, and sworn to before me this 16 day of December, 2021.

My Commission expires 04/03/2022, 2022.



NOTARY PUBLIC [Signature]

**Approved Products List
Flexible Plastic Delineators - MASH**

Effective Date: 6/8/21

**MASH Approved Devices
Refer to the "Flexible Plastic Delineators - NCHRP-350" APL for NCHRP-350
approved devices**

**Refer to project plans, latest Standard Specifications, and latest Supplemental to
the Standard Specifications for guidance regarding the required use of a
NCHRP-350 or MASH approved device**

SURFACE MOUNTED FLEXIBLE TUBULAR MARKERS (715.9.3.5)

MANUFACTURER	PRODUCT	MODEL	Approved Sheeting (Note 1)	Approved Lab Number
Impact Recovery Systems	OmegaPost	Open top or cap, black base	3M Series 3300	2004950A
Shur-Tite	U-Flex	Open top or cap, black base	Orafol Oralite 5934	
Impact Recovery Systems	Tuff Post 3" (Note 2)	Open top or cap or 2" squeeze top, black base	NA	2004955A
PEXCO, Davidson Traffic Control Products	Tubular Surface Marker (Note 2)	black base	NA	2004956A
PEXCO, Davidson Traffic Control Products	FG300 PE (Note 2)	black base	NA	2004957A
PEXCO, Davidson Traffic Control Products	FG300 UR (Note 2)	black base	NA	2100770A
PEXCO, Davidson Traffic Control Products	FG300 EFX (Note 2)	black base	NA	2100771A
Shur-Tite	Shur-Flex (Note 2)	black base	NA	2100772A

SOIL ANCHORED FLEXIBLE DELINEATOR POSTS (715.9.3.6)

MANUFACTURER	PRODUCT	MODEL	Approved Sheeting (Note 1)	Approved Lab Number
Shur-Tite	Shur-Flex (Note 3)	54" length	Avery Dennison Series W-1110X	2100773A

GUARDRAIL MOUNTED FLEXIBLE DELINEATOR POST (715.9.3.7)

MANUFACTURER	PRODUCT	MODEL	Approved Sheeting (Note 1)	Approved Lab Number
Carsonite CIC1.01.661	Guardrail Delineator	CGR4027__	N/A	1387347A
PEXCO, Davidson Traffic Control Products PDT1.01.661	Flexi-Guide	FG-527	N/A	1387346A
Flexstake FCX1.01.661	Guardrail Barrier Delineator	GR101 (27-in length)	N/A	1390164A
New Direction Manufacturing NDM1.01.661	Guardrail Delineator	NDM27(W or Y)	N/A	1390165A
American Molded Plastic AMP1.01.661	Guardrail Delineator	AMP-17-600-WV	3M 4090 white, 4092 red, 4081 fl-yellow	1433968A
Shur-Tite STP1.01.661	Guardrail Post "Flat Mount" Delineator	SF2752	3M 4000 Series Sheeting *	1457462M

Notes

- 1 - Products supplied for permanent installations shall be supplied with the specific sheeting material(s) listed.
- 2 - Temporary work zone use only
- 3 - This product is further classified as a "Type II" Soil Anchored Flexible Delineator Post for agency material supply contract purposes

* The delineators submitted with this bid are Shur-Tite M# SF2752 delineators, as specified on this WV Approved Products List (APL). **Exception:** These delineators are equipped with Avery W-11101 OmniCube (TY XI) Reflective Sheeting (White & Yellow) & Avery WR-7108M Reflective Sheeting (Red), which meets or exceeds the same reflectivity standards as the 3M 4000 Series Reflective Sheeting called for on this APL. Representatives of Shur-Tite have submitted this change to product approval personnel with the West Virginia Department of Highways. This change is consistent with the Shur-Tite Soil Anchored Delineator posts, which also appear on this APL page.



P.O. BOX 2283, ROUND ROCK, TEXAS 78680 PHONE: 512-218-9500 FAX: 512-388-0417 www.shur-tite.com

Certification of Compliance: MASH Category 1 Device

The SHUR-TITE® Guardrail/Guiderail Post Flat Mount Delineator; #SF2752, #SF2719; manufactured by SHUR-TITE® Products is a guardrail/guiderail post mounted delineator. This light weight post mounted delineator is certified to comply with the crash requirements of MASH, 2nd Edition Category 1 Traffic Control Device.

Certified compliance is based upon the definition of small, lightweight channelizing and delineating devices as described in the FHWA memorandum related to policy of acceptance.

The SHUR-TITE® Guardrail Post Flat Mount Delineator is certified to comply with the FHWA memorandum as follows:

1. The first category contains those small and lightweight channelizing and delineating devices with no attachments that have been in common use for years and are known to be crashworthy by crash testing of similar devices or years of demonstrably safe operational performance.
2. The device is allowed based on the developer's self-certification if the device:
 - A. is built to a specification for a device for which the crashworthiness has been validated by crash or surrogate testing, or
 - B. is a type of device that is being accepted as being crashworthy on the basis of crash test experience with similar devices or years of demonstrably safe operational performance.

The SHUR-TITE® Guardrail Post Flat Mount Delineator is comprised of a light weight HDPE thermoplastic post that has proven its safe operational performance through years of extensive field service. The post mounted delineator has proven itself in longtime similar product installations and as a breakaway footing section for countless other roadside product applications.

Certified by:

A handwritten signature in blue ink, appearing to read 'D. Heald', written over a horizontal line.

Darrell Heald
President

Document # 200520

Date of Issue: December 20, 2019



902 Feehanville Drive
Mount Prospect, IL 60056
Phone: 847-627-3129
Fax: 847-824-7662

April 28, 2020

Shur-Tite Fabshop,
c/o Petroflex N.A., Inc
1920 North Weaver
Gainesville, TX 76240
940-668-8822

Avery Dennison Reflective Division certifies Shur-Tite Fabshop c/o Petroflex N.A., Inc. complies with appropriate procedures to laminate Avery Dennison W-1110X (Type XI) series to their LDPE (low density polyethylene), HDPE (high density polyethylene), PP (poly- propylene) and blends using the above.

We reviewed the guidelines for substrate evaluation, general surface testing, and surface preparation methods all of which can be found in our Instructional Bulletin # 8.01 "Substrate Requirements" and Instructional Bulletin # 8.10 "Application Techniques for Reflective Pressure-Sensitive Films". Shur-Tite Fabshop c/o Petroflex N.A., Inc is following our guidelines found in Instructional Bulletin 8.01 and 8.10 referenced above.

Should you have any questions or concerns about the information provided in this report, please don't hesitate to contact me at lara.pearson@averydennison.com or at (224) 301- 0433.

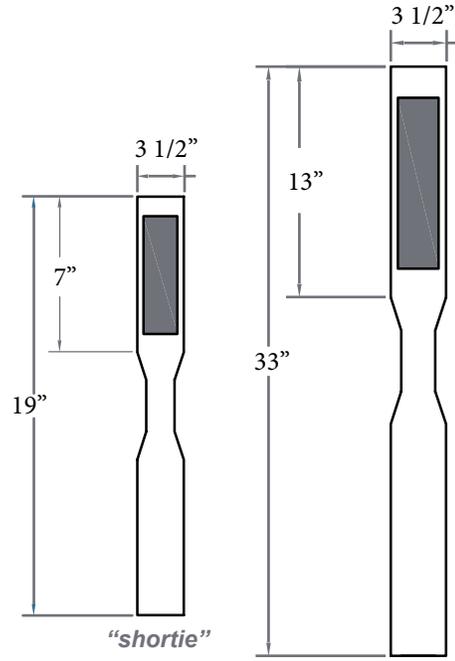
Very truly yours,

Avery Dennison
Graphics and Reflective Products Division

Lara Pearson

Lara Pearson
Quality & ELS Manager

GUARDRAIL "FLAT MOUNT"



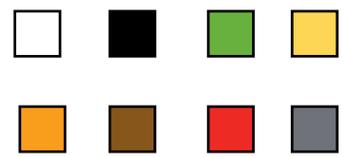
FEATURES

- Designed to increase visibility of guardrail
- Post size 19" or 33"
- Highly visible reflectivity
- Multiple color post and reflectivity options
- Premium UV added for long lasting color
- Hardware included
- Fast and easy installation
- MUTCD compliant

SPECIFICATIONS

- Made from impact resistant recycled composite material designed for mounting on guardrail posts or block outs.
- Posts are manufactured with greater wall thickness to provide structural integrity allowing it to hold up to wind and snow plow windrows.
- Standard posts are permanently sealed and partially flattened to accommodate a 3" x 3" and up to a 3" x 12" piece of reflective sheeting.
- The "shortie" was designed to accommodate the passing of snow plows.
- Installed with two self tapping screws on metal or two lag screws for wood post

AVAILABLE POST COLORS



TECHNICAL INFORMATION

Post Diameter: 2.375" OD
Post Heights: 13" up to 33"
Materials: High Density Thermoplastic

 Office: 512.218.9500

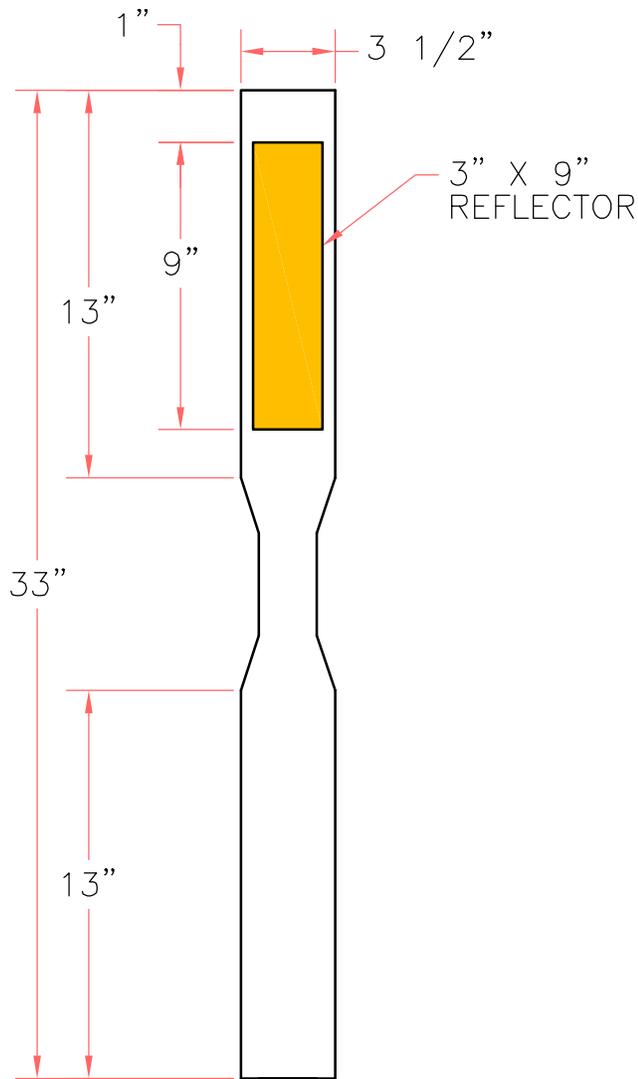
 Email: sales@shur-tite.com

 www.shur-tite.com

 Shur-Tite Products
PO Box 2283
Round Rock, TX 78680



SHUR-TITE® GUARDRAIL POST "FLAT MOUNT" DELINEATOR (#SF2752)



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SHUR-TITE®
PRODUCTS

P. O. BOX 2283
ROUND ROCK, TEXAS 78680

(512) 218-9500

TYPE:

SHUR-TITE GUARDRAIL POST
"FLAT MOUNT" DELINEATOR

DRAWN BY:

PH

ITEM #:

SF2752

CHECKED BY:

DWH

DATE:

08/28/12

SHEET:

1 OF 1