



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 @ 2

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1903474

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: KORMAN SIGNS INC

Alias/DBA:

Total Bid: \$426,241.20

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000073

Published Date: 3/2/26

Close Date: 3/19/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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: 1903474
Solicitation Description: GALVANIZED U-CHANNEL POSTS
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-03-19 13:30	SR 0803 ESR03192600000006170	1

VENDOR
 000000197799
 KORMAN SIGNS INC

Solicitation Number: CRFQ 0803 DOT2600000073
Total Bid: 426241.2000000000116415321826 **Response Date:** 2026-03-19 **Response Time:** 09:02:11
Comments:

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	GALVANIZED U-CHANNEL POSTS 2# per foot, 4 foot long	700.00000	EA	9.650000	6755.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	GALVANIZED U-CHANNEL POSTS 2# per foot, 5 foot long	10.00000	EA	12.050000	120.50

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	GALVANIZED U-CHANNEL POSTS 2# per foot, 6 foot long	300.00000	EA	14.050000	4215.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	GALVANIZED U-CHANNEL POSTS 2# per foot, 7 foot long	1100.0000	EA	16.380000	18018.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	GALVANIZED U-CHANNEL POSTS 2# per foot, 8 foot long	2000.0000	EA	18.860000	37720.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	GALVANIZED U-CHANNEL POSTS 2# per foot, 9 foot long	10.00000	EA	21.300000	213.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	GALVANIZED U-CHANNEL POSTS 2# per foot, 10 foot long	2000.0000	EA	22.860000	45720.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	GALVANIZED U-CHANNEL POSTS 2# per foot, 11 foot long	10.00000	EA	26.100000	261.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	GALVANIZED U-CHANNEL POSTS 2# per foot, 12 foot long	10.00000	EA	27.860000	278.60

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	GALVANIZED U-CHANNEL POSTS 2# per foot, 20 foot long	10.00000	EA	49.100000	491.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	GALVANIZED U-CHANNEL POSTS 3# per foot, 4 foot long	6100.0000	EA	13.700000	83570.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	GALVANIZED U-CHANNEL POSTS 3# per foot, 5 1/2 foot long	10.00000	EA	20.000000	200.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	GALVANIZED U-CHANNEL POSTS 3# per foot, 6 foot long	10.00000	EA	21.300000	213.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	GALVANIZED U-CHANNEL POSTS 3# per foot, 7 foot long	500.00000	EA	24.150000	12075.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	GALVANIZED U-CHANNEL POSTS 3# per foot, 8 foot long	10.00000	EA	28.400000	284.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	GALVANIZED U-CHANNEL POSTS 3# per foot, 9 foot long	1900.0000	EA	30.900000	58710.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	GALVANIZED U-CHANNEL POSTS 3# per foot, 10 foot long	2700.0000	EA	34.000000	91800.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	GALVANIZED U-CHANNEL POSTS 3# per foot, 11 foot long	800.00000	EA	37.750000	30200.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	GALVANIZED U-CHANNEL POSTS 3# per foot, 12 foot long	700.00000	EA	39.960000	27972.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	GALVANIZED U-CHANNEL POSTS 3# per foot, 13 foot long	10.00000	EA	46.200000	462.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	GALVANIZED U-CHANNEL POSTS 3# per foot, 14 foot long	10.00000	EA	49.600000	496.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	GALVANIZED U-CHANNEL POSTS 3# per foot, 16 foot long	10.00000	EA	57.860000	578.60

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	GALVANIZED U-CHANNEL POSTS 3# per foot, 18 foot long	10.00000	EA	65.180000	651.80

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	GALVANIZED U-CHANNEL POSTS 3# per foot, 20 foot long	10.00000	EA	72.280000	722.80

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	GALVANIZED U-CHANNEL POSTS 4# per foot, 4 foot long	10.00000	EA	19.400000	194.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	GALVANIZED U-CHANNEL POSTS 4# per foot, 6 foot long	10.00000	EA	29.120000	291.20

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	GALVANIZED U-CHANNEL POSTS 4# per foot, 12 foot long	10.00000	EA	56.850000	568.50

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	GALVANIZED U-CHANNEL POSTS 4# per foot, 14 foot long	10.00000	EA	66.300000	663.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	GALVANIZED U-CHANNEL POSTS 4# per foot, 16 foot long	10.00000	EA	74.780000	747.80

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	GALVANIZED U-CHANNEL POSTS 4# per foot, 18 foot long	10.00000	EA	86.740000	867.40

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	GALVANIZED U-CHANNEL POSTS 4# per foot, 20 foot long	10.00000	EA	96.400000	964.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	2# per foot U Channel Breakaway Splice Device	10.00000	EA	10.800000	108.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	3# per foot U Channel Breakaway Splice Device	10.00000	EA	11.000000	110.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Commodity Line Comments:

Extended Description:

GALVANIZED U-CHANNEL POSTS

Pricing Page

Bld 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
1	700	ea	Galvanized U-Channel, 2 # per foot, 4 foot long	9.65	6,755.00
2	10	ea	Galvanized U-Channel, 2 # per foot, 5 foot long	12.05	120.50
3	300	ea	Galvanized U-Channel, 2 # per foot, 6 foot long	14.05	4,215.00
4	1100	ea	Galvanized U-Channel, 2 # per foot, 7 foot long	16.38	18,018.00
5	2000	ea	Galvanized U-Channel, 2 # per foot, 8 foot long	18.86	37,720.00
6	10	ea	Galvanized U-Channel, 2 # per foot, 9 foot long	21.30	213.00
7	2000	ea	Galvanized U-Channel, 2 # per foot, 10 foot long	22.86	45,720.00
8	10	ea	Galvanized U-Channel, 2 # per foot, 11 foot long	26.10	261.00
9	10	ea	Galvanized U-Channel, 2 # per foot, 12 foot long	27.86	278.60
10	10	ea	Galvanized U-Channel, 2 # per foot, 20 foot long	49.10	491.00
11	6100	ea	Galvanized U-Channel, 3 # per foot, 4 foot long	13.70	83,570.00
12	10	ea	Galvanized U-Channel, 3 # per foot, 5-1/2 foot long	20.00	200.00
13	10	ea	Galvanized U-Channel, 3 # per foot, 6 foot long	21.30	213.00
14	500	ea	Galvanized U-Channel, 3 # per foot, 7 foot long	24.15	12,075.00
15	10	ea	Galvanized U-Channel, 3 # per foot, 8 foot long	28.40	284.00
16	1900	ea	Galvanized U-Channel, 3 # per foot, 9 foot long	30.90	58,710.00
17	2700	ea	Galvanized U-Channel, 3 # per foot, 10 foot long	34.00	91,800.00
18	800	ea	Galvanized U-Channel, 3 # per foot, 11 foot long	37.75	30,200.00
19	700	ea	Galvanized U-Channel, 3 # per foot, 12 foot long	39.96	27,972.00
20	10	ea	Galvanized U-Channel, 3 # per foot, 13 foot long	46.20	462.00
21	10	ea	Galvanized U-Channel, 3 # per foot, 14 foot long	49.60	496.00
22	10	ea	Galvanized U-Channel, 3 # per foot, 16 foot long	57.86	578.60
23	10	ea	Galvanized U-Channel, 3 # per foot, 18 foot long	65.18	651.80
24	10	ea	Galvanized U-Channel, 3 # per foot, 20 foot long	72.28	722.80
25	10	ea	Galvanized U-Channel, 4 # per foot, 4 foot long	19.40	194.00
26	10	ea	Galvanized U-Channel, 4 # per foot, 6 foot long	29.12	291.20
27	10	ea	Galvanized U-Channel, 4 # per foot, 12 foot long	56.85	568.50
28	10	ea	Galvanized U-Channel, 4 # per foot, 14 foot long	66.30	663.00
29	10	ea	Galvanized U-Channel, 4 # per foot, 16 foot long	74.78	747.80
30	10	ea	Galvanized U-Channel, 4 # per foot, 18 foot long	86.74	867.40
31	10	ea	Galvanized U-Channel, 4 # per foot, 20 foot long	96.40	964.00
32	10	ea	2 # per foot U-channel Breakaway Splice Device	10.80	108.00
33	10	ea	3 # per foot U-channel Breakaway Splice Device	11.00	110.00
GRAND TOTAL →					\$426,241.20

Total combined wt. of these items must be 24,000# min.

MAXIMUM DELIVERY TIME FROM RECEIPT OF ORDER: 90 WORKING DAYS



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 80130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Public Safety

Proc Folder: 1903474			Reason for Modification:
Doc Description: GALVANIZED U-CHANNEL POSTS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-02	2026-03-19 13:30	CRFQ 0803 DOT2600000073	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000197799
 Vendor Name : Korman Signs Inc
 Address : 3029 Lincoln Avenue
 Street :
 City : Henrico
 State : Virginia Country : USA Zip : 23228
 Principal Contact : John Murray
 Vendor Contact Phone: 804-262-6050 Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Sarah Korman Zarkull* FEIN# 54-0993439 DATE 3-19-26

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish an open-end contract for Galvanized U-Channel Posts. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	GALVANIZED U-CHANNEL POSTS 2# per foot, 4 foot long	700.00000	EA	\$9.65	\$6,755.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU4x2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
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STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GALVANIZED U-CHANNEL POSTS 2# per foot, 5 foot long	10.00000	EA	\$12.05	\$120.50

Comm Code	Manufacturer	Specification	Model #
30102903			PU5X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	GALVANIZED U-CHANNEL POSTS 2# per foot, 6 foot long	300.00000	EA	\$14.05	\$4,215.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU6X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
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VARIOUS LOCATIONS AS
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No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	GALVANIZED U-CHANNEL POSTS 2# per foot, 7 foot long	1100.00000	EA	\$16.38	\$18,018.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU7X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO **SHIP TO**

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LOCATIONS
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STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	GALVANIZED U-CHANNEL POSTS 2# per foot, 8 foot long	2000.00000	EA	\$18.86	\$37,720.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU8X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	GALVANIZED U-CHANNEL POSTS 2# per foot, 9 foot long	10.00000	EA	\$21.30	\$213.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU9X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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VARIOUS AGENCY
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AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WW
US

No City WW
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	GALVANIZED U-CHANNEL POSTS 2# per foot, 10 foot long	2000.00000	EA	\$22.86	\$45,720.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU10X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WW
US

No City WW
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	GALVANIZED U-CHANNEL POSTS 2# per foot, 11 foot long	10.00000	EA	\$26.10	\$261.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU11X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO **SHIP TO**

VARIOUS AGENCY
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STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	GALVANIZED U-CHANNEL POSTS 2# per foot, 12 foot long	10.00000	EA	\$27.86	\$278.60

Comm Code	Manufacturer	Specification	Model #
30102903			PU12X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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VARIOUS LOCATIONS AS
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No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	GALVANIZED U-CHANNEL POSTS 2# per foot, 20 foot long	10.00000	EA	\$49.10	\$491.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU20X2GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	GALVANIZED U-CHANNEL POSTS 3# per foot, 4 foot long	6100.00000	EA	\$13.70	\$83,570.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU4X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	GALVANIZED U-CHANNEL POSTS 3# per foot, 5 1/2 foot long	10.00000	EA	20.00	\$200.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU5.5X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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No City WV
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No City WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	GALVANIZED U-CHANNEL POSTS 3# per foot, 6 foot long	10.00000	EA	\$21.30	\$213.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU6X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

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AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	GALVANIZED U-CHANNEL POSTS 3# per foot, 7 foot long	500.00000	EA	\$24.15	\$12,075.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU7X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	GALVANIZED U-CHANNEL POSTS 3# per foot, 8 foot long	10.00000	EA	\$28.40	\$284.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU8X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	GALVANIZED U-CHANNEL POSTS 3# per foot, 9 foot long	1900.00000	EA	\$30.90	\$58,710.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU9X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	GALVANIZED U-CHANNEL POSTS 3# per foot, 12 foot long	700.00000	EA	\$39.96	\$27,972.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU12X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	GALVANIZED U-CHANNEL POSTS 3# per foot, 13 foot long	10.00000	EA	\$46.20	\$462.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU13X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO:	SHIP TO:
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	GALVANIZED U-CHANNEL POSTS 3# per foot, 14 foot long	10.00000	EA	\$49.60	\$496.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU14X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO:	SHIP TO:
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	GALVANIZED U-CHANNEL POSTS 3# per foot, 16 foot long	10.00000	EA	\$57.86	\$578.60

Comm Code	Manufacturer	Specification	Model #
30102903			PU16X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	GALVANIZED U-CHANNEL POSTS 3# per foot, 18 foot long	10.00000	EA	\$65.18	\$651.80

Comm Code	Manufacturer	Specification	Model #
30102903			PU18X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO**SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	GALVANIZED U-CHANNEL POSTS 3# per foot, 20 foot long	10.00000	EA	\$72.28	\$722.80

Comm Code	Manufacturer	Specification	Model #
30102903			PU20X3GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO **SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	GALVANIZED U-CHANNEL POSTS 4# per foot, 4 foot long	10.00000	EA	\$19.40	\$194.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU4X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO **SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	GALVANIZED U-CHANNEL POSTS 4# per foot, 6 foot long	10.00000	EA	\$29.12	\$291.20

Comm Code	Manufacturer	Specification	Model #
30102903			PU6X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO: **SHIP TO:**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	GALVANIZED U-CHANNEL POSTS 4# per foot, 12 foot long	10.00000	EA	\$56.85	\$568.50

Comm Code	Manufacturer	Specification	Model #
30102903			PU12X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO: **SHIP TO:**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	GALVANIZED U-CHANNEL POSTS 4# per foot, 14 foot long	10.00000	EA	\$66.30	\$663.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU14X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	GALVANIZED U-CHANNEL POSTS 4# per foot, 16 foot long	10.00000	EA	\$74.78	\$747.80

Comm Code	Manufacturer	Specification	Model #
30102903			PU16X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	GALVANIZED U-CHANNEL POSTS 4# per foot, 18 foot long	10.00000	EA	\$86.74	\$867.40

Comm Code	Manufacturer	Specification	Model #
30102903			PU18X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	GALVANIZED U-CHANNEL POSTS 4# per foot, 20 foot long	10.00000	EA	\$96.40	\$964.00

Comm Code	Manufacturer	Specification	Model #
30102903			PU20X4GA

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	2# per foot U Channel Breakaway Splice Device	10.00000	EA	\$10.80	\$108.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Extended Description:
GALVANIZED U-CHANNEL POSTS

INVOICE TO	SHIP TO
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VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	3# per foot U Channel Breakaway Splice Device	10.00000	EA	\$11.00	\$110.00

Comm Code	Manufacturer	Specification	Model #
30102903			

Extended Description:
GALVANIZED U-CHANNEL POSTS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions dur by 10:00am	2026-03-10

	Document Phase	Document Description	Page
DOT2600000073	Final	GALVANIZED U-CHANNEL POSTS	19

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish an open-end contract for Galvanized U-Channel Posts. The successful Vendor shall provide galvanized 2 lb/ft, 3 lb/ft, and 4 lb/ft u-channel posts of various different lengths to Agency maintenance personnel.

- 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, Subsection 1 below.
 - 2.2. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 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. "RFQ"** means Request for Quotation.
 - 2.5. "MP"** means Material Procedures.
 - 2.6. "APL"** means Approved Products List.
 - 2.7. "LB"** means pound.
 - 2.8. "FT"** means foot or feet.
 - 2.9. "LB/FT"** means pounds per foot. Example, when discussing a 2 lb/ft post, a 5 foot post would weigh 10 pounds total.
 - 2.10. "WT"** means weight.
 - 2.11. "ETC"** means et cetera.
 - 2.12. "µm"** means micrometer.
 - 2.13. "FHWA"** means Federal Highway Administration
 - 2.14. "#"** means pound.

**REQUEST FOR QUOTATION
Galvanized U-Channel Posts**

2.15. "NCHRP-350" means National Cooperative Highway Research Program Report 350

2.16. "Standard Specifications" means the WVDOH Standard Specifications, Roads and Bridges, Adopted 2023, and the 2026 WVDOH Supplemental Specifications to Accompany the 2023 Edition of the Standard Specifications Roads and Bridges. These publications may be accessed at the following addresses:

<https://transportation.wv.gov/highways/mcst/Pages/specifications.aspx>

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.

Note, the specifications of this RFQ and or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized "industry standard" specifications which are issued by third parties, such as the American Society for Testing and Materials (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 RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in this RFQ process as a Vendor or as a supplier to the Vendor, as applicable.

3.1.1. U-channel Supports

3.1.1.1. The u-channel supports provided by the Vendor shall be supplied by a manufacturer listed on the Materials Division "U-channel Post" Approved Products List (APL) as of the RFQ advertising date. This APL may be found at the following address:

https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

3.1.1.2. 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.

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

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

- 3.1.1.3.** The posts supplied are to be material that meets requirements of Section 657 of the Standard Specifications.

3.1.2. Breakaway Splice Devices

- 3.1.2.1.** The devices bid by the Vendor shall be a 2-bolt breakaway device provided by the post manufacturer, designed to create a crashworthy, breakaway post splice connection at ground level.
- 3.1.2.2.** The device bid shall be the device provided and recommended by the manufacturer of the supports bid by the Vendor.
- 3.1.2.3.** The device bid shall be accepted by the FHWA as evidenced by a FHWA NCHRP-350 eligibility letter.

3.2. Quality Control:

- 3.2.1.** Cross sectional shape and dimensions: U-channel posts shall be in conformance with the manufacturer's specified cross-sectional shape and dimensions.
- 3.2.2.** Bolt holes: Proper location, alignment, spacing, and clearance of bolt holes are critical for efficient field installation.
- 3.2.2.1.** The first hole on each end of the post shall be 1 inch or less from the end of the post. Exception to this will be allowed if the post flanges are coped on the end to facilitate easier driving, in which case the first hole shall be no further than 1 inch from the upper end of the coped section.
- 3.2.2.2.** Each hole shall be placed in line with the longitudinal centerline of the post web and in line with each other. Posts shall not have holes that are offset on one side of the post web, that "drift" laterally down the length of the post, or that are "zig-zagged" down the length of the post.

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

3.2.2.3. Holes shall be 1 inch on center. Starting from the first hole on either end of the post, each hole shall be an even number of inches from the first hole (example, the second hole from the end shall be 1 inch from the first hole. The third hole from the end shall be 2 inches from the first hole, etc...).

3.2.2.4. The nominal hole diameter after galvanizing shall be 3/8 inch. The actual clearance inside of each hole shall be sufficient to allow a standard ASTM A449 or ASTM A307 5/16 inch bolt galvanized in accordance with ASTM F2329 to pass through without requiring force or reaming of the bolt hole. A minimal number of exceptions to this requirement per post may be allowed at the Agency's discretion.

3.2.3. Length: Post lengths shall be as specified with a tolerance of +/- one (1) inch.

3.2.4. Post Rejection and Reconciliation: The above quality control specifications are not intended to hold the manufacturer or Vendor to unreasonable or unachievable tolerances. Minor deviations which do not cause delays during normal field installation activities are acceptable. By bidding this Contract, the Vendor agrees that the final determination to reject any post supplied under this Contract shall be granted to the supervisor of the maintenance organization that the post is intended for use by.

The nature of the material supplied under this Contract is such that the Agency cannot be reasonably expected to completely inspect each of the individual posts and make a determination in regard to acceptance or rejection of individual posts immediately upon delivery.

With consideration given to the previous statements, the Vendor shall, by bidding this Contract, agree to a pre-determined mechanism for the return and replacement of posts determined by the Agency to be unacceptable. The general steps to this mechanism shall be as follows:

3.2.4.1. If a post is determined to be unacceptable as the material inventory is utilized, this post shall be separated from the maintenance organization's regular inventory. A log of rejected posts shall be kept by the maintenance organization supervisor. A separate log shall be kept for each size post (2 lb/ft, 3 lb/ft, and 4 lb/ft). For each line on the log, the log will document the quality control specification(s) that the rejection of the post(s) was based on (3.2.1, 3.2.2.1, 3.2.2.2, 3.2.2.3, 3.2.2.4, and/or 3.2.3), the post

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

length, and the quantity of posts matching the length and rejection criteria listed on that line. The maintenance organization will not be required to track rejected posts by other means including, but not limited to, Lot Number or Release Number. Material returned per Section 3.2.4.3 below may include material from multiple Lot Numbers and/or Release Orders.

3.2.4.2. Rejected posts shall be separately stacked by size (wt / ft) and stored in a manner upon which they can be easily loaded and secured onto a flatbed delivery truck at a later date. When the inventory of rejected material has reached a reasonable level, the maintenance organization will contact the Vendor in order to notify the Vendor of the quantity (length) of material by size (2 lb/ft, 3 lb/ft, and 4 lb/ft) to be returned. The Agency maintenance organization supervisor shall determine when a reasonable level of material for return has been reached. No minimum quantity of material is established or agreed to as part of this Contract. The maintenance organization shall be entitled to a quantity of replacement material in each size equal to that being returned. The quantity of different length replacement posts in each size to be supplied in return for the rejected material shall be at the Agency's discretion. The maintenance organization will forward the supervisor's log of the rejected material to the Vendor upon request.

3.2.4.3. Material returns per the above specifications shall typically result in the filing of a Vendor Performance Form. Although this Contract provides for a mechanism to return unacceptable material, excessive occurrences of this nature may result in cancellation of the Contract per provisions provided elsewhere herein.

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 Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. The Vendor shall be required to provide a bid for all Items listed.

**REQUEST FOR QUOTATION
Galvanized U-Channel Posts**

- 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.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendors should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov

5. ORDERING AND PAYMENT:

- 5.1. Release Orders:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms 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. Minimum Order Size:** The minimum order size for this Contract shall be 24,000 lbs. of sign supports. There shall be no minimum order size for breakaway splice devices. Breakaway splice devices may be ordered with or separate from u-channel supports.
- 5.3. 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:** The Vendor shall specify a maximum delivery time for orders where provided on Exhibit A. The maximum delivery time shall be in Working Days (Monday through Friday shall be considered Working Days) after receipt of order from the Agency. Vendor shall ship all orders within the time frame specified and shall not hold orders until a minimum delivery quantity is met.

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

- 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.
- 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 materials returned 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 the time frame specified 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.

**REQUEST FOR QUOTATION
Galvanized U-Channel Posts**

- 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 shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive 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 order 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.

REQUEST FOR QUOTATION
Galvanized U-Channel Posts

8. MISCELLANEOUS:

- 8.1. No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ 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.
- 8.3. 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.
- 8.4. 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.

Contract Manager: John Murray
Telephone Number: 804-262-6050
Fax Number: _____
Email Address: websales@kormansigns.com

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) John Murray - Executive Vice President

(Address) 3029 Lincoln Avenue, Henrico, VA 23228

(Phone Number) / (Fax Number) 804-262-6050

(email address) websales@kormansigns.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Korman Signs Inc

(Company)



(Signature of Authorized Representative)

Sarah Korman Boutwell, President

3-19-26

(Printed Name and Title of Authorized Representative) (Date)

804-262-6050

(Phone Number) (Fax Number)

websales@kormansigns.com

(Email Address)

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PRE-BID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. *VENDOR QUESTION DEADLINE:* Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: March 10, 2026 by 10:00am

**Submit Questions to: John Estep
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: john.w.estep@wv.gov**

5. *VERBAL COMMUNICATION:* Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. *BID SUBMISSION:* All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

JOHN ESTEP

SOLICITATION NO.:

CRFQ 0803 DOT2600000073

BID OPENING DATE:

March 19, 2026

BID OPENING TIME:

1:30 PM

FAX NUMBER:

304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: March 19, 2026 @ 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand shall clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

12. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *ww*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.