



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

**Request for
 Quotation**

RFQ NUMBER
857C2026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN JOHNSTON
 304-558-2402**

APEX PINNACLE
 PO BOX 449
 16 CANAL STREET
 PORT CRANE, NY 13833

SHIP TO

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

| | | | | |
|-------------------------------------|--------------------------------|---------------------------------|------------------------|---------------|
| DATE PRINTED 12/07/2006 | TERMS OF SALE NET 30 | SHIP VIA BESTWAY | F.O.B. DEST. | FREIGHT TERMS |
| BID OPENING DATE: 01/10/2007 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 550-41 | | |
| TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS OPEN END CONTRACT TO FURNISH TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS AND ANCHORS. SEE ATTACHED EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-----------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Tanya Johnson</i> | TELEPHONE 607 648 5889 | DATE 12/29/06 |
| TITLE Sales | FEIN 161449253 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications

SIGNED BID TO:

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



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PAGE
2

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304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|--------|---------------|
| 12/07/2006 | NET 30 | Best way | DEST. | |
| BID OPENING DATE: 01/10/2007 | | BID OPENING TIME 01:30PM | | |

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| <p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Tanya Johnson* TELEPHONE: 607 648 5889 DATE: 12/29/06

TITLE: Sales FEIN: 161449253 ADDRESS CHANGES TO BE NOTED ABOVE

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| <p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-</p> | | | | | | |

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4

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| | | | | <p>QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR</p> | | |

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5

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| <p>SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> | | | | | | |

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PAGE
6

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|--|----------|-----|--------|-------------|------------|--------|
| <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMU 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> | | | | | | |

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PAGE
7

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| | | | | 857C2026 | | |
| RFQ. NO.: | | | | | | |
| BID OPENING DATE AND TIME: | | | | | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| ----- 607 648 5172 ----- | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| ----- Tanya Johnson x.217 ----- | | | | | | |
| ***** THIS IS THE END OF RFQ 857C2026 ***** TOTAL: _____ | | | | | | |

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Type II Soil Anchored Flexible Delineator Posts

SCOPE OF CONTRACT

To provide Type II Soil Anchored Flexible Delineator Posts and anchors.

MATERIAL SPECIFICATIONS

Type II Soil Anchored Flexible Delineator Posts shall be manufactured using polymer materials such as polyethylene or engineered thermoplastics, and shall be manufactured to be resistant to impact as well as deterioration and fading from UV light exposure. Type II Soil Anchored Flexible Delineator Posts shall be designed to yield when impacted from the front or back, and to subsequently return to their original upright position. Type II Soil Anchored Flexible Delineator Posts shall be the same design and material as tested in the American Association of State Highway and Transportation Officials (AASHTO) National Transportation Product Evaluation Program (NTPEP).

Type II Soil Anchored Flexible Delineator Posts shall be blue, white, or yellow, as specified. White and yellow Type II Soil Anchored Flexible Delineator Posts shall be manufactured to a minimum of fifty-four (54) inches in length. White and Yellow Type II Soil Anchored Flexible Delineator Posts may be flat, semi-flat (half or partially oval shaped), or round. At the reflective portion of the post, white and yellow Type II Soil Anchored Flexible Delineator Posts shall be flat or semi-flat (half or partially oval shaped), shall measure a minimum 3-1/2 inches in width, and shall be of a consistent cross-section. White and yellow Type II Soil Anchored Flexible Delineator Posts shall accommodate front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of white, fluorescent-yellow, or red sheeting. The type sheeting used shall be Type ASTM-IX, reboundable or non-reboundable, as recommended by the manufacturer. White and yellow Type II Soil Anchored Flexible Delineator Posts shall be supplied with sheeting pre-installed by the manufacturer. The bottom edge of the sheeting shall be installed no less than forty-three (43) inches from the bottom of the post.

Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be manufactured to thirty-six (36) inches in length. Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be round for their entire length. The minimum outside diameter for blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall be 2-1/4" for the entire length of the post. Blue non-reflective drain outlet marker Type II Soil Anchored Flexible Delineator Posts shall not require sheeting.

Type II Soil Anchored Flexible Delineator Posts shall utilize a eighteen (18) inch minimum length galvanized round steel anchor. The anchor shall be closed on the end and crimped along one axis on the end to facilitate easier driving. The post shall be designed to be attached to the anchor by inserting the post into the anchor and then twisting and pulling up on the post to lock it into the anchor, or similar method. Any attachment hardware required shall be of the size and length recommended or supplied by the manufacturer and shall be manufactured of stainless, zinc plated, or galvanized steel.

White and yellow Type II Soil Anchored Flexible Delineator Posts shall be supplied with one of the following sheeting color combinations, as specified in the Contract bid items:

- white post with white sheeting on the front, or white sheeting on the front and back
- white post with white sheeting on the front, and red sheeting on the back
- yellow post with fluorescent yellow sheeting on the front, or fluorescent yellow sheeting on the front and back
- yellow post with fluorescent yellow sheeting on the front, and red sheeting on the back

APPROVED PRODUCTS

Posts bid by vendors shall be a model post off of the current Approved Product List (APL). Approvals of Type II Soil Anchored Flexible Delineator Posts are based on results from NTPEP and/or WVDOH testing and demonstration projects. The Division reserves the right to remove products from the APL based on actual field performance. The APL for Type II Soil Anchored Flexible Delineator Posts that shall apply to this Contract is as follows:

Type II Soil Anchored Flexible Delineator Posts:

| MANUFACTURER | PRODUCT |
|---------------------|----------------|
| Safe-Hit | Safe-Hit |

BID ITEMS

Type II Soil Anchored Flexible Delineator Posts shall be bid complete. Complete units are to include post, Type ASTM-IX retroreflective sheeting (applied, as required), and soil anchor. Complete units shall normally be shipped with eighteen (18) inch anchors. The organization placing the order shall have the option to request that fourteen (14) inch anchors be supplied with the posts in lieu of the eighteen (18) inch anchors with no change in the unit price. Posts and anchors shall also be available for purchase separately as part of this Contract, including the optional fourteen (14) inch anchors for hard soil conditions. An order for the post only, in white or yellow, will always require the post to have a minimum of one, like color, 3" x 9" vertical strip of Type ASTM-IX retroreflective sheeting on the front face of the post. If the post is ordered as 2-way reflective, an additional 3" x 9" vertical strip of like color, or red, Type ASTM-IX retroreflective sheeting shall be required on the back side of the flat upper portion of the post as specified. Sheeting shall not be required, or supplied with, blue drain outlet marker posts.

This Contract shall also include mechanical driving tools for driving the round tube soil anchors using gas powered post driving equipment. The mechanical driving tool shall include the appropriate driving head and the purchasing organizations choice of one of two different size shanks.

PURCHASE HISTORY REPORTS

As part of this Contract, the vendor shall be required to submit semi-annual purchase history reports to the WVDOH. The vendor should submit this report in a summarized spreadsheet format. The spreadsheet columns should be labeled in general conformance to the following:

PO NUMBER (*Use VISA doc. number if purchased on P-card*)

PURCHASE METHOD (*Indicate "Blanket Release Order" or "P-card"*)

QTY. LINE ITEM 1 ORDERED

QTY. LINE ITEM 2 ORDERED

.

.

.

QTY LINE ITEM "N" ORDERED (*N = number of line items on Contract*)

SHIPPING DESTINATION (*Indicate the city or town the order was shipped to*)

TOTAL VALUE OF ORDER

Each report shall include summary totals of the quantity of each line item ordered and the total value of all orders placed for both the period that the report covers and from the original effective date of the Contract. After award of the Contract, the first report the Vendor will be required to submit shall be for the first 180 days of the Contract, beginning at the original effective date of the Contract. The next report shall be for the period between the end of the period covered by the first report and the expiration date of the Contract, or the effective renewal date of the Contract. Reports shall continue to be submitted as described above for the life of the Contract. The due date for submission of reports shall be 15 days after the last day of the period covered by the report.

Preferably, the Vendor should submit all reports in Microsoft Excel format to Ted Whitmore's attention at e-mail address twhitmore@@dot.state.wv.us. However, the Vendor may also submit reports to Ted Whitmore's attention at the following address:

WVDOH-Traffic Engineering Division

Bldg. 5 – Rm. A550

1900 Kanawha Blvd. East

Charleston, WV 25305

The Vendors reports shall include all purchases made, regardless of method of order placement (phone, fax, mail, internet). Failure to submit the above described reports may be grounds for cancellation of this Contract, and/or may result in a Vendor Complaint being registered with the State Purchasing Division.

MINIMUM ORDER

A minimum order shall consist of no less than 25 units per item number ordered for Item numbers 1 through 14. There will be no min order qty for Items 15 and 16.

DELIVERY

All prices bid shall be FOB destination in accordance with the list of delivery destinations made a part of this contract. All orders shall be shipped complete within forty-five (45) days A.R.O. Late delivery charges against the vendor may be assessed at a rate of \$50.00 per calendar day after forty-five (45) days ARO. Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the location indicated on the release.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased.

| Item Number | Estimated Quantity | Description | Unit Cost | Total Cost | Inventory Subcode (DOH Use Only) (Class 019 Type 008) |
|--|--------------------|---|-----------------------------|-------------------|---|
| Type II Soil Anchored Flexible Delineator Posts | | | | | |
| MANUFACTURER & MODEL POSTS BID: <u>Safe - Hit</u> | | | | | |
| 1 | 700 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, White, 1-way reflective white, To include post, retroreflective sheeting (applied), and soil anchor | 23.20 T.J. | 16,240.00 T.J. | 080631 |
| 2 | 900 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/white, To include post, retroreflective sheeting (applied), and soil anchor. | 28.30 T.J. | 25,470.00 T.J. | 080632 |
| 3 | 100 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/red, To include post, retroreflective sheeting (applied), and soil anchor. | 28.30 T.J. | 2830.00 T.J. | 080632 |
| 4 | 300 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 1-way reflective fl. yellow, To include post, retroreflective sheeting (applied), and soil anchor. | 21.50 T.J. | 6450.00 T.J. | 080633 |
| 5 | 100 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/fl. yellow, To include post, retroreflective sheeting (applied), soil anchor, and post attachment hardware | 24.77 ^{TS} T.J. | 2477.00 T.J. | 080634 |
| 6 | 100 | Per each, Complete Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/red, To include post, retroreflective sheeting (applied), and soil anchor. | 24.77 T.J. | 2477.00 T.J. | 080634 |

| Item Number | Estimated Quantity | Description | Unit Cost | Total Cost | Inventory Subcode (DOH Use Only) (Class 019 Type 008) |
|-----------------------|--------------------|--|-----------|------------|---|
| 7 | 700 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, White, 1-way reflective white, To include post and retroreflective sheeting (applied). | 20.25 | 14,175.00 | 080635 |
| 8 | 900 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/white, To include post and retroreflective sheeting (applied). | 25.35 | 22,815.00 | 080636 |
| 9 | 100 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, White, 2-way reflective white/red, To include post and retroreflective sheeting (applied). | 25.35 | 2,535.00 | 080636 |
| 10 | 300 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, Yellow, 1-way reflective fl. yellow, To include post and retroreflective sheeting (applied). | 18.41 | 5,523.00 | 080637 |
| 11 | 100 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/ fl. yellow, To include post and retroreflective sheeting (applied). | 21.70 | 2,170.00 | 080638 |
| 12 | 100 | Per each, Replacement Type II Soil Anchored Flexible Delineator Post, Yellow, 2-way reflective fl. yellow/red, To include post and retroreflective sheeting (applied). | 21.70 | 2,170.00 | 080638 |
| 13 | 50 | Per each, Replacement round tube anchor, 18" length | | | 080659 |
| 14 | 50 | Per each, Optional 14" round tube anchor for hard soil conditions | | | 080658 |
| ACCESSORIES | | | | | |
| 15 | 5 | Per each, Round Tube Anchor Mechanical Driving Tool, to include Driving Head and 4-1/4" x 7/8" Shank, for use with Atlas Copco Pionjar | 150.00 | 750.00 | 080437 and 080438 |
| 16 | 5 | Per each, Round Tube Anchor Mechanical Driving Tool, to include Driving Head and 6" x 1-1/4" Shank, for use with Skidril BG231 and Atlas Copco Cobra MK-1 or FB-60 | NO QUOTE | | 080439 |
| CONTRACT TOTAL | | | | 106,082.00 | |

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated

Vendor's Name: Apex Pinnacle Corp.

Authorized Signature:  Date: 12/29/06