



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
857C2050

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

*RES Traffic Safety, LP
 4301 1st Avenue
 N. Hq, WV 25143*

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 03/22/2007 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **04/18/2007** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 210-16 | | |
| <p>GALVANIZED STEEL U-CHANNEL SIGN SUPPORTS</p> <p>OPEN END CONTRACT</p> <p>TO FURNISH GALVANIZED STEEL U-CHANNEL SIGN SUPPORTS AND MISCELLANEOUS HARDWARE TO THE WEST VIRGINIA DIVISION OF HIGHWAYS AS PER THE ATTACHED SPECIFICATIONS</p> <p>EXHIBIT 3</p> <p>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.</p> <p>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.</p> <p>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 ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> | | | | | | |

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PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Paea Bill</i> | TELEPHONE <i>304 755-1200</i> | DATE <i>4/18/07</i> |
| TITLE <i>District Manager</i> | FEIN <i>74-298-5312</i> | 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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

NBS Traffic Safety, LP
4301 1st Ave
Mt. Airy, WV 25743

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| | | | | |
|-------------------------------------|---------------|------------------|-----|----------------|
| DATE PRINTED 03/22/2007 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| BID OPENING DATE: 04/18/2007 | | BID OPENING TIME | | 01:30PM |

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Paula A. Billings</i> | TELEPHONE <i>304-755-1200</i> | DATE <i>4/18/07</i> |
| TITLE <i>District Manager</i> | FEIN <i>74-298-5312</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROCESSED

NES Traffic Safety, LP
4301 1st Ave
Wheeling, WV 25743

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
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|---|----------|-----|---------|-------------|------------|--------|
| <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 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>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Paco. Bobb</i> | TELEPHONE <i>304-755-1200</i> | DATE <i>4/18/07</i> |
| TITLE <i>Dist. Manager</i> | FEIN <i>79-298-5312</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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| RFQ NUMBER |
| 857C2050 |

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*NES Traffic Safety, LP
4301 1st Ave
Martinsburg, WV 25743*

SHIP TO

DIVISION OF HIGHWAYS
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| <p>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><input checked="" type="checkbox"/> 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 SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|-------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <i>P. eo. Bilby</i> | TELEPHONE <i>304-755-1200</i> | DATE <i>4/18/07</i> |
| TITLE <i>Dist. Manager</i> | FEIN <i>74-298-5312</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

RFQ COPY
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VENDOR

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| <p>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: <u>NES Traffic Safety, LP</u></p> <p>DATE: <u>4/18/07</u></p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------|-------------------------------|-----------------------------------|
| SIGNATURE <u>Paco B. Kelly</u> | TELEPHONE <u>304-755-1200</u> | DATE <u>4/18/07</u> |
| TITLE <u>District Manager</u> | FEIN <u>74-298-5312</u> | ADDRESS CHANGES TO BE NOTED ABOVE |

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-2402**

RFQ COPY
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DIVISION OF HIGHWAYS
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|---|----------|-----|----------|-------------|------------|--------|
| <p>SIGNED: <i>Joe Bell</i></p> <p>TITLE: <i>District Manager</i></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 MAXIMUM 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> <p>RFQ. NO.: 857C2050</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Joe Bell* TELEPHONE: *304-755-1200* DATE: *4/18/07*
 TITLE: *District Manager* FEIN: *74-298-5312* ADDRESS CHANGES TO BE NOTED ABOVE

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| <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-755-0300</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Tommi Diehl</i></p> <p>***** THIS IS THE END OF RFQ 857C2050 ***** TOTAL: _____</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|----------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>P. ea. Bills</i> | TELEPHONE <i>304-755-1200</i> | DATE <i>4/18/07</i> |
| TITLE <i>Dist. Mgr.</i> | FEIN <i>74-298-5312</i> | ADDRESS CHANGES TO BE NOTED ABOVE |

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

SCOPE OF CONTRACT

The purpose of this Contract shall be to supply WVDOH maintenance personnel with galvanized u-channel for standard maintenance, and various accessories designed to aid in the installation/removal of u-channel supports and to enhance the performance of u-channel supports

SPECIFICATIONS FOR ITEMS

Galvanized u-channel supports (Items 1-31): Acceptance of u-channel supports supplied as part of this Contract shall be in accordance with the normal WVDOH acceptance procedures. U-channel posts are to be of a material that meets the requirements of Section 657 of the West Virginia Division of Highways' Standard Specifications For Roads and Bridges, latest edition. U-channel posts shall meet the shape and dimensional requirements shown on Sheet TE1-7A of the WVDOH, Standard Details Book, Volume 2, latest edition. Post lengths shall be as specified with a tolerance of +/- one (1) inch. Galvanized posts are to be galvanized in accordance with ASTM Specification A123.

12" X 6" U-channel anchor plate and 12" X 6" U-channel anchor plate with stabilizer (Items 32 and 33): The anchor plate shall be manufactured of A36 steel, and shall be galvanized in accordance with ASTM A563, G-90, Structural Quality, Grade 50, Class I. The plate shall attach to the post by using locking hook bolts. The plate shall be 1/8" thick by 6" tall and shall measure 12" and 6" long on the top and bottom, respectively. The general design of the anchor plate and hook bolts shall be in accordance with the attached drawing.

Manual drive cap for 3# and 4# u-channel (Item 34): The drive cap shall be a DCH17 - Big Boy Protective Drive Cap for use with 2#, 3#, and 4# u-channel.

Manual U-channel Removal Tool (Item 35): The removal tool shall be a one-piece device, with the exception of a replaceable hardened steel engagement pin. The tool handle shall be manufactured of 4130 steel. The tool shall be capable of removing 2#, 3#, and 4# posts driven to within four (4) inches of the top of soil, and shall be capable of exerting an upward force of 4,000 #. The tool shall be approximately 48" in overall length and shall weigh approximately 15 lbs. The design of the tool shall be in general conformance with the attached drawing.

Side Mounting Bracket (Item 36): Each unit of the "Side Mounting Bracket Kit" item shall include two (2) ea. brackets. The brackets shall enable the user to mount an additional sign(s) onto a 2#, 3#, or 4# post perpendicular to the sign(s) mounted to the front of the post. Each bracket shall be manufactured of steel, and shall be galvanized in accordance with ASTM specification A123. The dimensioning of the bracket shall be in accordance with the attached detail drawing.

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 Ied Whitmore's attention at fax number 304-558-1209, or 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 ORDERS

When ordering Items listed on lines 1 through 31, the total combined material ordered, based on these Item numbers, shall be a minimum of 24,000 lbs.

There shall be no minimum order requirement for all other items on the contract

DELIVERY

The supplier shall be allowed sixty (60) calendar days A.R.O. for delivery. The WVDOH shall assess liquidating damages against the supplier for each day that any delivery of material is delayed beyond the sixty (60) day limit. The District may waive a portion or all of the late delivery charges at their discretion provided an ample supply of material is in stock at the District

The total amount of the liquidating damages shall be \$490 per day, per order, and is in accordance with Section 108.7 of the West Virginia Standard Specifications, Roads and Bridges.

The vendor must notify the receiving District a minimum of 72 hours (3 working days) prior to delivery.

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 Class / Type / Subcode (DOH Use Only) |
|-------------|--------------------|---|-----------|------------|---|
| 1 | 700 | Galvanized U-Channel, 2 # per foot, 4 foot long | 7.29 | 5,103.00 | 019 014 200004 |
| 2 | 10 | Galvanized U-Channel, 2 # per foot, 5 foot long | 8.60 | 86.- | 019 014 200005 |
| 3 | 300 | Galvanized U-Channel, 2 # per foot, 6 foot long | 10.32 | 3,096.- | 019 014 200006 |
| 4 | 1100 | Galvanized U-Channel, 2 # per foot, 7 foot long | 12.04 | 13,244.- | 019 014 200007 |
| 5 | 2000 | Galvanized U-Channel, 2 # per foot, 8 foot long | 13.76 | 27,520.- | 019 014 200008 |
| 6 | 10 | Galvanized U-Channel, 2 # per foot, 9 foot long | 15.48 | 154.80 | 019 014 200009 |
| 7 | 2000 | Galvanized U-Channel, 2 # per foot, 10 foot long | 17.20 | 34,400.- | 019 014 200010 |
| 8 | 10 | Galvanized U-Channel, 2 # per foot, 11 foot long | 18.92 | 189.20 | 019 014 200011 |
| 9 | 10 | Galvanized U-Channel, 2 # per foot, 12 foot long | 20.64 | 206.40 | 019 014 200012 |
| 10 | 10 | Galvanized U-Channel, 2 # per foot, 20 foot long | 39.42 | 394.20 | 019 014 200020 |
| 11 | 6100 | Galvanized U-Channel, 3 # per foot, 4 foot long | 10.53 | 64,233.- | 019 014 300004 |
| 12 | 10 | Galvanized U-Channel, 3 # per foot, 5-1/2 foot long | 13.61 | 136.10 | 019 014 300055 |
| 13 | 10 | Galvanized U-Channel, 3 # per foot, 6 foot long | 14.85 | 148.50 | 019 014 300006 |
| 14 | 500 | Galvanized U-Channel, 3 # per foot, 7 foot long | 17.32 | 8,660.- | 019 014 300007 |
| 15 | 10 | Galvanized U-Channel, 3 # per foot, 8 foot long | 19.80 | 198.- | 019 014 300008 |
| 16 | 1900 | Galvanized U-Channel, 3 # per foot, 9 foot long | 22.28 | 42,332.- | 019 014 300009 |
| 17 | 2700 | Galvanized U-Channel, 3 # per foot, 10 foot long | 24.75 | 66,825.- | 019 014 300010 |
| 18 | 800 | Galvanized U-Channel, 3 # per foot, 11 foot long | 27.23 | 21,784.- | 019 014 300011 |
| 19 | 700 | Galvanized U-Channel, 3 # per foot, 12 foot long | 29.70 | 20,790.- | 019 014 300012 |
| 20 | 10 | Galvanized U-Channel, 3 # per foot, 13 foot long | 32.18 | 321.80 | 019 014 300013 |
| 21 | 10 | Galvanized U-Channel, 3 # per foot, 14 foot long | 34.65 | 346.50 | 019 014 300014 |
| 22 | 10 | Galvanized U-Channel, 3 # per foot, 16 foot long | 39.61 | 396.10 | 019 014 300016 |
| 23 | 10 | Galvanized U-Channel, 3 # per foot, 18 foot long | 51.01 | 510.10 | 019 014 300018 |
| 24 | 10 | Galvanized U-Channel, 3 # per foot, 20 foot long | 56.68 | 566.80 | 019 014 300020 |
| 25** | 10 | Galvanized U-Channel, 4 # per foot, 4 foot long | 14.09 | 140.90 | 019 014 400004 |
| 26** | 10 | Galvanized U-Channel, 4 # per foot, 6 foot long | 19.25 | 192.50 | 019 014 400006 |
| 27** | 10 | Galvanized U-Channel, 4 # per foot, 12 foot long | 38.50 | 385.- | 019 014 400012 |
| 28** | 10 | Galvanized U-Channel, 4 # per foot, 14 foot long | 44.92 | 449.20 | 019 014 400014 |
| 29** | 10 | Galvanized U-Channel, 4 # per foot, 16 foot long | 51.34 | 513.40 | 019 014 400016 |
| 30** | 10 | Galvanized U-Channel, 4 # per foot, 18 foot long | 66.12 | 661.20 | 019 014 400018 |
| 31** | 10 | Galvanized U-Channel, 4 # per foot, 20 foot long | 73.47 | 734.70 | 019 014 400020 |

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

** 4# per foot u-channel, 4# back to back u-channel, and 6# back to back u-channel supports, without an approved slip base or breakaway ground connection, are allowed to be installed only where the speed limit is 35 MPH or less, behind guardrail, or outside the "clear zone" as defined in the AASHTO Roadside Design Guide. Also, when using 3 or more 2# or 3# u-channel posts for an assembly, post spacing must be greater than 3-1/2 ft

NOTE: Vendors can complete Bid Schedule at Purchasing's Web Site www.state.wv.us/admin/purchase

BID SCHEDULE (CONTINUED)

| Item Number | Estimated Quantity | Description | Unit Cost | Total Cost | Inventory Class / Type / Subcode (DOH Use Only) |
|-----------------------|--------------------|--|-----------|------------|---|
| 32 | 5 | 12" x 6" u-channel anchor plate | NO | BID | 019 008 080205 |
| 33 | 5 | 12" x 6" u-channel anchor plate with stabilizer | NO | BID | 019 008 080205 |
| 34 | 10 | Manual Drive Cap, 2#, 3#, and 4# u-channel | NO | BID | 019 008 080310 |
| 35 | 5 | Manual U-channel Removal Tool | NO | BID | 019 008 080340 |
| 36 | 5 | Side Mounting Bracket Kit | NO | BID | 019 008 080547 |
| 37 | 10 | Per each, 2# to 4# U-Channel Anchor Mechanical Driving Tool, to include Driving Head and 4-1/4" x 7/8" Shank, for use with Atlas Copco Pionjar | NO | BID | 019 008 080436 |
| 38 | 10 | Per each, 2# to 4# U-Channel 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 | BID | 019 008 080433 |
| CONTRACT TOTAL | | | | → | 314,78.40 |

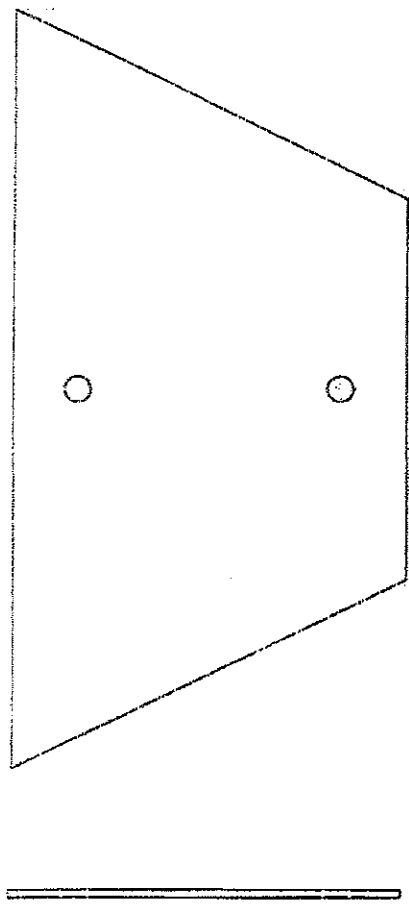
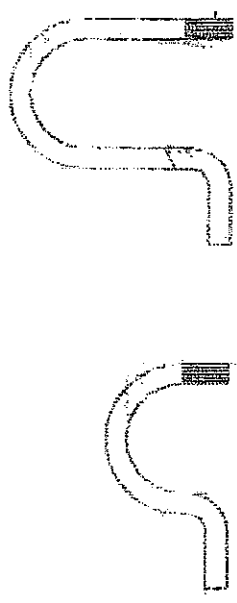
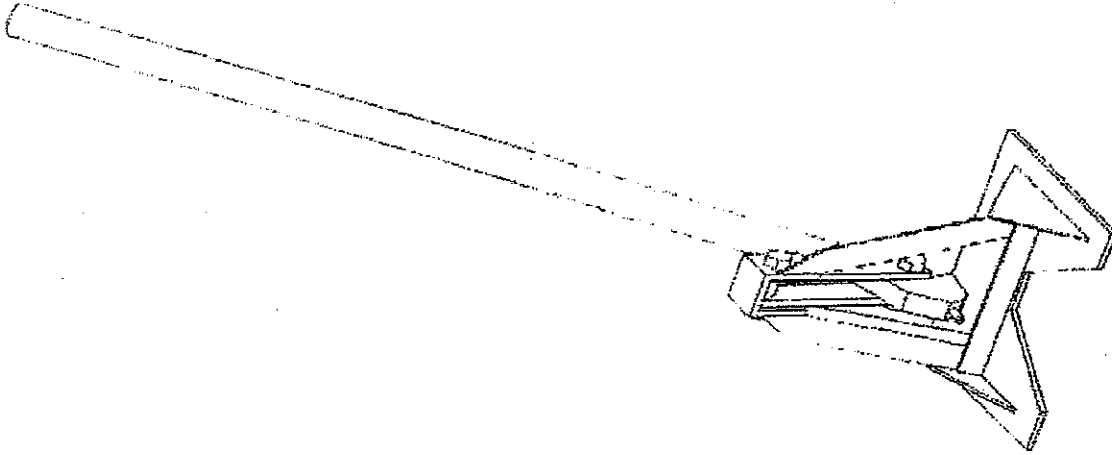


PLATE SIDE
VIEW

PLATE FRONT VIEW

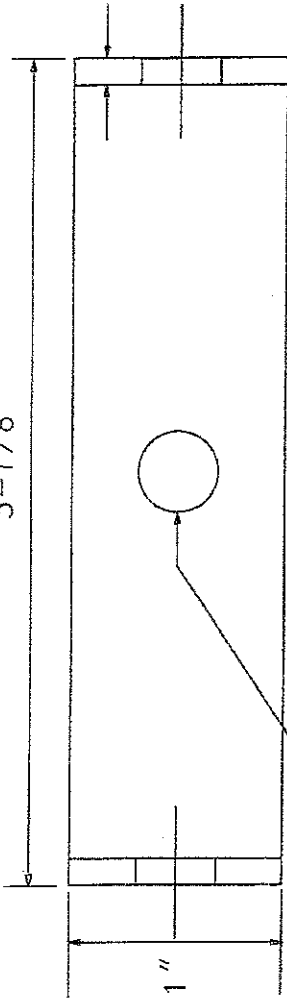


LOCKING HOOK BOLTS

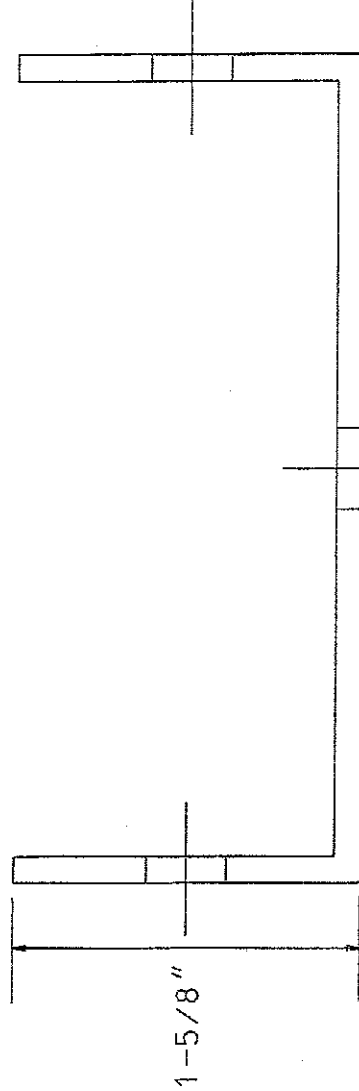
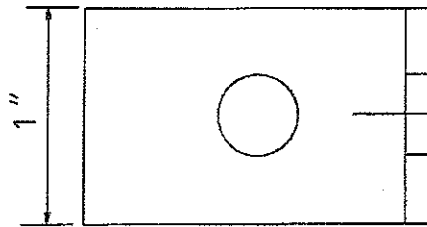


ITEM # 35 13

3-7/8" (TYP)



3/8" DIAMETER HOLE
CENTERED
VERTICALLY AND
HORIZONTALLY
(TYP)



**CONTACT PERSON AND DELIVERY ADDRESS FOR EACH
DIVISION OF HIGHWAYS DESTINATION**

| Delivery Address | Contact | Phone Number |
|---|---------------------------------|-------------------------------|
| WVDOH - D1 Sign Shop Pickens Rd Nitro, WV 25143 | Jim Russell | 304-759-0708 304-558-3001* |
| WVDOH - D2 Sign Shop 801 Madison Ave Huntington, WV 25704 | Ed Layman | 304-528-5679 304-528-5600* |
| WVDOH - D3 Sign Shop 720 Depot St Parkersburg, WV 26101 | Tom Potts | 304-420-4815 304-420-4645* |
| WVDOH - D4 Sign Shop US-19 - 1 mile N. of Clarksburg (gore yard) Clarksburg, WV 26301 | Rick Reed | 304-627-2401 304-842-1500* |
| WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710 | Doug Placka | 304-289-3521 304-289-3521* |
| WVDOH - D6 Sign Shop US-40 - E of Wheeling (Middle Creek Rd. 39) Triadelphia, WV 26059 | Jim Wurtzbacher | 304-238-1205 304-238-4008* |
| WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452 | Tyrone Campbell | 304-269-0460 304-269-0414* |
| WVDOH - D8 Sign Shop Rt 219 - 1 mile N of Elkins Elkins, WV 26241 | Mike Westfall | 304-637-0215 304-637-0220* |
| WVDOH - D9 Sign Shop US-219 - 1-1/2 miles N. of Lewisburg Country Club Rd. - Brush Rd. Lewisburg, WV 24901 | Harry Honaker | 304-647-7551 304-647-7450* |
| WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740 | Curtis Whitlow | 304-487-5283 304-487-5228* |
| WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306 | Richard Rawling Ted Whitmore | 304-558-6356 304-558-9468 |

* District/Division headquarters phone number

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 exceed five percent of the total contract amount.

EXCEPTION:

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

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: NES Traffic Safety, LP

Authorized Signature: P. C. Bell Date: 4/18/07