



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:
8510C2016

PAGE:
1

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

PURCHASER

*C02161559 336-674-6622
 SKIDRIL INDUSTRIES LLC
 PO BOX 8041
 GREENSBORO NC 27419

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/14/2009				

BID OPENING DATE: **10/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		450-74		
BREAKAWAY COUPLINGS AND ACCESSORIES OPEN END CONTRACT TO PROVIDE BREAKAWAY COUPLING ACCESSORIES DESIGNED TO BE USED FOR THE INSTALLATION OF GALVANIZED U-CHANNEL AND SQUARE TUBE SIGN SUPPORTS, AND TO DECREASE REPAIR TIME ASSOCIATED WITH DAMAGED SIGN SUPPORTS. PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD. 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.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SEE ATTACHED → 1-

RECEIVED

2009 OCT 27 A 9:57

SIGNATURE <i>[Signature]</i>	TELEPHONE 800-8433745	DATE 10/26/09
TITLE G.M.	FEIN 26-3711025	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER 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. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p>						

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	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

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<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.: 8510C2016</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ 8510C2016 ***** TOTAL: _____						

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SCOPE OF CONTRACT

The purpose of this Contract shall be to supply WVDOH maintenance personnel with breakaway coupling accessories designed to be used for the installation of galvanized u-channel and square tube sign supports, and to decrease repair time associated with damaged sign supports.

SPECIFICATIONS FOR ITEMS

Breakaway U-Channel / Square Tube Mounting Devices and Related Components (Items 1-23):

These items shall be for a complete Breakaway U-Channel or Square Tube Mounting Device system and replacement parts for such. The complete breakaway device system supplied shall meet the following specifications:

I. General Description:

The coupling device shall enable the user to connect either 2 # per foot or 3 # per foot flanged "U-channel" or square tubing to a square anchor, which shall be imbedded in asphalt, soil, in an existing concrete island or sidewalk, or set in poured concrete. The coupling device alternatively shall also enable the user to attach the same types of supports to a dome shaped surface mount base supplied by the manufacturer. The device shall be designed to withstand cyclic loading (allowing for bending beyond 12%), yet break away safely on impact. The device shall be designed to not fail due to wind loading prior to failure of the sign support.

II. Function:

The objective of the coupler shall be to ensure a signpost will release from an anchor upon impact from a motor vehicle.

Vehicle damage should be minimized, as should be the risk to pedestrians after the post has been impacted. As a minimum, the device should incorporate the following features:

1. The coupler shall be designed to shear or yield at any angle of incidence (360 degrees), with a constant amount of force, irrespective of vehicle velocity.
2. The coupler shall function effectively, independent of the sequence in which the fasteners are tightened, with the sole function of the fasteners being to secure the sign post to the coupler and the coupler to the anchor or base.
3. Upon impact, no shard of metal shall be left above grade. The anchor or base shall be automatically plugged to prevent any foreign matter or debris from entering, and ensure protection from a trip or fall accident.
4. No special tools such as torque wrenches or the like shall be required for effective installation or replacement of the coupler.
5. The coupler shall enable the sign installer to attach the signpost to an anchor or base within a five-minute period, after a knock down.
6. When damaged by a direct wheel impact, or vehicle under carriage the coupler shall facilitate re use of the anchor or base.

III. Anchor

a. Asphalt or soil applications:

The coupler shall attach to a 2-1/2" O.D. x 8" long heavy duty anchor. The anchor shall incorporate a crescent shaped tab completely around the top end such that the tab will sit flush on the road surface when completely driven, and will aid to seal the driven hole from moisture and debris. The bottom end of the anchor shall be designed to allow a 2" O.D. 1/4" wall seamless telescopic square tube (extension) with no perforations, 80,000 PSI yield strength, to slide into the end. The anchor shall be tapered on the inside to allow the 2" O.D. square tube (extension) to slide into the bottom end of the anchor 4". The extension to be used for asphalt applications shall be 12", and shall be 26" for soil applications. The anchor shall be driven flush with grade.

The anchor shall incorporate a plug in the center to prevent moisture or soil from entering the top female portion (into which the breakaway coupler is inserted) when being driven or inserted in the ground. The bottom female portion of the anchor should use a taper lock feature which is designed to ensure the joining of anchor extensions in situations where the concrete depth is not sufficient or in soil or asphalt installations.

b. Existing concrete applications:

-Installation shall be accomplished by first core drilling a hole, which is roughly equivalent to the diagonal dimension of the anchor (3.0")

-The anchor used shall be the heavy duty anchor described in part a. above. No square tube extension shall be required to be used for concrete applications.

-The anchor shall be driven flush with grade.

IV. Surface Mount Base

- a. General Description: The based shall have a spherical profile to resist lifting when impacted by a vehicle under carriage or plow. The base shall be attachable to the surface using drop in anchors or threaded rods. The base shall incorporate an integral wedge feature enabling it to adapt to the coupler device described under Section I with a single bolt (which shall play no role in the break-away feature. Four slots should be oriented in a radial fashion about the periphery of the base.

- b. Function: The objective of the surface base is to ensure a permanent installation without the need for core drills etc., while ensuring a signpost will release from the base upon impact from a motor vehicle.

Vehicle damage should be minimized, as should be the risk to pedestrians after the post has been impacted, as a minimum, the device shall incorporate the following features:

1. The base and coupler combination shall enable for the coupler to shear or yield at any angle of incidence (360 degrees), with a constant amount of force, irrespective of vehicle velocity.
2. The base shall be spherical in shape and have a smooth surface, to prevent lifting by plow or vehicle impact.
3. The base shall incorporate detents to which reflecting materials can be attached for visibility when used as an object marker.
4. The base shall incorporate 4 (min) recessed slots for the anchor bolt heads or nuts used to attach it to the surface. The slots shall be designed so as to eliminate damage to hardware if the base is impacted at the attachment points.
5. Attachment points for anchor bolts etc., shall have radial slots for sign post orientation.
6. When a sign is damaged by a direct wheel impact, or vehicle under carriage the base and coupler combination shall facilitate re use of the base.

- c. Components: The base shall be essentially a one-piece unit. Individual components to consist of:

1. Base with integral wedge
2. Optional hardware

- d. Materials: (A356 Aluminum alloy)

- e. MINIMUM SALIENT FEATURES:

1. Dome or spherical shape
2. Integral break-away coupler wedge
3. Re-useable after sign impact
4. Recessed (detents) for reflective material attachment
5. Radial attachment slots for sign orientation
6. Fasteners to play no role in function of break-away feature
7. No special tools required

V. Coupler attachment

- a. The coupler shall attach to the flush (with grade) anchor or base by slide-ably fitting inside.
- b. The coupler shall incorporate a wedge locking feature, which applies equal and opposite force directly to two opposing side walls of the anchor or base, by tightening one internally located 1/2" bolt (grade 8).
- c. The signpost shall be attached to the coupler by use of one standard 5/16" Grade 8 bolt.
- d. The coupler shall allow for attachment to a standard perforated square anchor which has been driven flush with grade.

VI. Shear Feature

The coupler shall incorporate a hollow bi-conical shear section, which enables the top post to separate from the anchor or base, and provide a seat for the center locking bolt.

- The coupler shall break cleanly and reliably at grade without leaving any sharp pieces of metal above grade, to prevent trip or fall hazards.
- The coupler material shall provide for a minimum bending (elongation) of 12% prior to fracture.
- Upon impact the anchor or base shall remain undamaged with the inside of the anchor or base plugged
- When the anchor option is utilized in lieu of the surface mount base option, in the event of a knock down the anchor plug shall be removable and the signpost temporarily installed without a coupler when using 2" square tube post.
- After a knock down the lower portion of the coupler (wedge and bolt) shall be re-useable. This shall apply to the anchor installation option only. The wedge portion of the coupler shall not be required when using the surface base installation option.

VII. Components

The coupler should be essentially a one-piece unit after assembly. Individual components to consist of:

- a. Upper (shear) section
- b. Lower (wedge) section (anchor installation option only)
- c. Fastener (1/2" grade 8, flanged bolt)

VIII. Materials

Protective Coating:

- Exterior grade (UV protected) powder coating.

Materials:

- (ASTM A536 65-45-12, certified, aluminum alloys are not permissible.)

IX. MINIMUM SALIENT FEATURES

1. Full 360 degree break away shear point.
2. Flush Break
3. Plugged anchor or base after impact
4. Wedge lock anchor or base attachment
5. 100% anchor or base reusability
6. Fasteners to play no roll in function of break-away feature
7. No special tools required
8. 5 minute or less replacement after knock down
9. No shards of metal remain above grade following impact – trip hazard protection
10. Facilitates the use of tamper resistant fasteners
11. Coupler to enable the use of the following post types with one standardized anchor or base:
 - 2 and 3 lb. per foot u-channel
 - 2" and 2.25" square tube
12. Coupler shear feature to enable anchor or base re-use when subjected to a direct wheel or under carriage impact.
13. Lower half of coupler (wedge portion) to be reusable after an impact (anchor installation option only).

The general design of all components described above shall be as shown in the attached drawings.

Shank for post driving accessories to be used with Skidril Model DH203 hydraulic drill/driver (Item 24): This item shall be a 7/8" x 4-1/4" shank, and shall be modified to incorporate the compressed air feature incorporated in the Skidril Model DH203 drill/driver. This item does not include driving accessories to be attached to the shank. In addition, the shank supplied shall also meet the following minimum requirements:

- Machining Tolerance +/- 0.010" min.
- Shank material shall be S7 tool steel
- Shank material shall be heat treatment/hardness tested to R50C
- Shank material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that the shank to be supplied is manufactured to meet the above requirements, as well as proof of certification that the use of the shank to be supplied with the Skidril Model DH203 drill/driver will not void any warranties in place between the WVDOH and Skidril applying to Model DH203 drill/drivers purchased by the WVDOH.

Rod for "rope" type drill bit accessories to be used with Skidril Model DH203 hydraulic drill/driver (Item 25): This item shall be a 7/8" x 18" rope-rod, and shall be modified to incorporate the compressed air feature incorporated in the Skidril Model DH203 drill/driver. This item does not include drill bits to be attached to the rod. In addition, the rod supplied shall also meet the following minimum requirements:

- Machining Tolerance +/- 0.010" min.
- Rod material shall be S7 tool steel
- Rod material shall be heat treatment/hardness tested to R50C
- Rod material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that the rod to be supplied is manufactured to meet the above requirements, as well as proof of certification that the use of the rod to be supplied with the Skidril Model DH203 drill/driver will not void any warranties in place between the WVDOH and Skidril applying to Model DH203 drill/drivers purchased by the WVDOH.

Drive cap for use with powered driving equipment (Item #26): This item shall be for a drive cap designed and fabricated to be used with powered driving equipment, and to be compatible with standard driving equipment shank sizes. In addition, the drive cap supplied shall be specifically designed to be used for driving the steel anchor to be supplied as part of the applicable Item numbers included within Item numbers 1-18. The drive cap supplied shall be manufactured to meet the following requirements:

- Ensures safe installation of flush mount sign post anchors (engages far enough to prevent driver from bouncing off anchor)
- Prevent damage to cross section of anchor (minimizes flaring or deformation, so breakaway connector inserts freely)
- Machining Tolerance +/- 0.010" min.
- material shall be S7 tool steel
- material shall be heat treatment/hardness tested to R50C
- material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that drive cap to be supplied is manufactured to meet the above requirements.

Manual drive cap (Item #27): This item shall be for a manual drive cap specifically designed to be used for driving the steel anchor to be supplied as part of the applicable Item numbers included within Item numbers 1-18. The drive cap supplied shall be manufactured to meet the following requirements:

- Ensures safe installation of flush mount sign post anchors (engages far enough to prevent driver from bouncing off anchor)
- Prevent damage to cross section of anchor (minimizes flaring or deformation, so breakaway connector inserts freely)
- Machining Tolerance +/- 0.010" min.
- material shall be S7 tool steel
- material shall be heat treatment/hardness tested to R50C
- material shall be X-ray inspected for micro fractures or defects

If requested by the WVDOH, the low bidder for this item shall be required to submit appropriate documentation verifying that drive cap to be supplied is manufactured to meet the above requirements.

MINIMUM ORDERS

There shall be no minimum order requirement for this contract.

DELIVERY

All prices bid shall be FOB destination. The attached list of delivery addresses represents the address of each District Sign Shop. The WVDOH reserves the right to specify additional delivery addresses in each District other than those listed.

The supplier shall be allowed thirty (30) 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 thirty (30) day limit. Liquidated damages shall be in accordance with Table 108.7.1 of the West Virginia Division of Highways "Standard Specifications, Roads and Bridges, Adopted 2000". The total value of the Release Order shall be considered the "Original Contract Amount". 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.

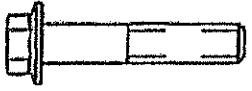
Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the delivery location indicated on the release.

BID SCHEDULE

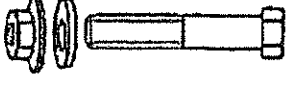
The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased.

Item Number	Estimated Quantity	Description	Unit Cost	Amount	Inventory Class / Type / Subcode (DOH Use Only)
1	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 2 #/ft post in soil)	42.66		NA
2	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 2 #/ft post in asphalt)	33.80		019 008 080251
3	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor (for use with 2 #/ft post in concrete) NOTE: The same subcode is used for Items 3 and 4	28.76		019 008 080252
4	1	Breakaway U-Channel Mounting Device with dome shaped surface mount base (for use with 2 #/ft post on concrete) NOTE: The same subcode is used for Items 3 and 4	74.00		019 008 80252
5	1	Breakaway U-Channel Mounting Device Replacement Top Shear Section with 5/16" bolt, for use with 2 #/ft post	22.80		019 008 080253
6	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 26" sq. tube anchor extension (for use with 3 #/ft post in soil)	42.66		NA
7	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor and 12" sq. tube anchor extension (for use with 3 #/ft post in asphalt)	33.80		019 008 080254
8	1	Breakaway U-Channel Mounting Device with 2-1/2" O.D. heavy-duty anchor (for use with 3 #/ft post in concrete) NOTE: The same subcode is used for Items 8 and 9	28.76		019 008 080255

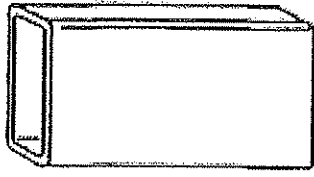
Item Number	Estimated Quantity	Description	Unit Cost	Amount	Inventory Class / Type / Subcode (DOH Use Only)
18	1	Breakaway Square Tube Mounting Device, with 2-1/2" O.D. heavy-duty anchor (for use with 2.25" 12 GA or 14 GA post in concrete)	28.76		NA
19	1	Breakaway Square Tube Mounting Device, with dome shaped surface mount base (for use with 2.25" 12 GA or 14 GA post on concrete)	74.00		NA
20	1	Breakaway Square Tube Mounting Device, Replacement Top Shear Section with 2 ea. 5/16" bolts, for use with 2.25" 12 GA or 14 GA post	22.80		NA
21	1	Breakaway U-Channel / Square Tube Mounting Device, soil stabilizer plate with connection hardware, for use in weak soil with 30" soil anchor	28.00		NA
22	1	Breakaway U-Channel / Square Tube Mounting Device, Replacement Wedge and 1/2" Bolt	5.40		NA
23	1	Breakaway U-Channel / Square Tube Mounting Device, Dome Shaped Surface Mounted Anchor Base	55.00		019 008 080250
24	1	7/8" x 4-1/4" shank for use with various post driving accessories (modified to be compatible with Skidril Model DH203 hydraulic drill/driver). THIS ITEM FOR SHANK ONLY. DRIVE ACCESSORIES NOT INCLUDED.	90.00		NA
25	1	7/8" x 18" rope type drill rod for use with various size rope type bits for hole drilling (modified to be compatible with Skidril Model DH203 hydraulic drill/driver). THIS ITEM FOR ROD ONLY. BITS NOT INCLUDED.	159.30		NA
26	1	Drive Cap accessory for anchor to be supplied as part of applicable items listed above. Compatible with all shank sizes	255.00		NA
27	1	Manual Drive Cap for anchor to be supplied as part of applicable items listed above.	255.00		NA
TOTAL					



1/2" Grade 8
Galvanized Wedge Bolt
(supplied with items 1-
4, 6-9, 11-14, 16-19,
and 22)



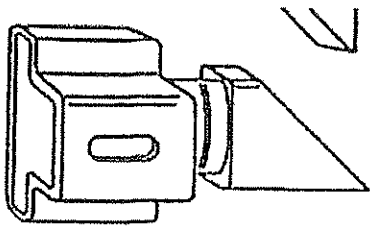
5/16" Grade 8 connection
bolt (supplied with items
1-20)



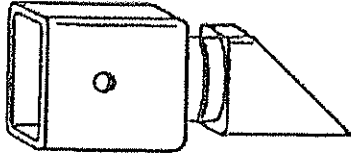
Heavy Duty Anchor
(supplied with items 1-
3, 6-8, 11-13, and 16-
18)



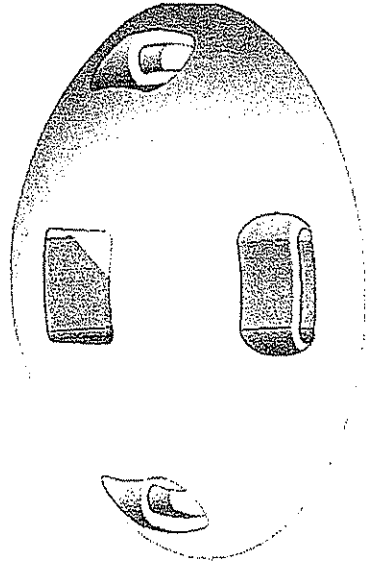
Wedge section (supplied
with items 1-3, 6-8, 11-
13, 16-18, and 22)



U-Channel Top
shear section
(supplied with items
1-10)



Square Tube Top
shear section
(supplied with items
11-20)



Dome Shaped Surface
Mounted Base
(supplied with Items 4,
9, 14, 19, and 23)

COMPONENT DRAWINGS - ITEMS 1-23

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

Delivery Address	Contact	Phone Number
WVDOH - D1 Sign Shop 75 Pickens Rd. Nitro, WV 25143 UNLESS OTHERWISE SPECIFIED, ALL ORDERS TO BE DELIVERED TO: WVDOH - I-64 Maint. Sec. 2 (Scary) 704 Winfield Rd. St. Albans, WV 95177 ATTN: Mike Priddy for D1 Sign Shop	Jim Russell	304-759-0708 304-558-3001*
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Laymen	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 District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 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	Chuck Swigger Ted Whitmore	304-558-6356 304-558-9468

* District/Division headquarters phone number

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

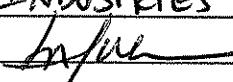
LICENSING:

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: SKIDRIK INDUSTRIES LLC
 Authorized Signature:  Date: 10/26/09