



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:
8511C2023

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 33
 304-558-2402**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**Highway Safety, Inc.
 P.O. Box 908
 Ceredo, WV 25507**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/27/2010				

BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		550-42		
SAFETY BARRIERS, TRAFFIC (MOBILE)						
OPEN END CONTRACT						
TO PROVIDE FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS WITH AND WITHOUT BASES WITH SHEETING PRE-APPLIED AND REPLACEMENT BASES AS NEEDED. FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.						
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.						

RECEIVED

2010 OCT 20 A 9:22

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Don P Booth* TELEPHONE: **304 453 5636** DATE: **10-19-10**

TITLE: **President** FEIN: **55-0719851** ADDRESS CHANGES TO BE NOTED ABOVE

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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

SIGNATURE <i>Jan P. Boelter</i>	TELEPHONE 304 453 5636	DATE 10-19-10
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TITLE <i>President</i>	FEIN 55-079851	ADDRESS CHANGES TO BE NOTED ABOVE
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VENDOR

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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>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: NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ann P. Boat</i>	TELEPHONE 304-453 5636	DATE 10-20-10
TITLE President	FEIN 55-0719851	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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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 style="text-align: center;"> <i>Jim P Booth</i> SIGNATURE <i>Highway Safety Inc.</i> COMPANY 10-20-10 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Jim P Booth</i>	304535636	10-20-10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55 079851	



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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.: 8511C2023</p> <p>BID OPENING DATE: 10/20/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 453 5635 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Vicki Shoemaker</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ann P Booth</i>	TELEPHONE 304 453 5636	DATE 10-20-10
TITLE President	FEIN 55-0719851	ADDRESS CHANGES TO BE NOTED ABOVE

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

FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS

SCOPE OF CONTRACT

To provide Flexible Plastic Traffic Control Drums, including bases, with sheeting pre-applied, and replacement bases, as needed.

MATERIAL SPECIFICATIONS

Flexible Plastic Traffic Control Drums supplied as part of this Contract shall be low density polyethylene. Retroreflective markings shall be horizontal, circumferential, alternating orange and white retroreflective stripes 6 inches wide. Drums shall have a minimum of two orange and two white stripes with the top stripe being orange. Any non-retroreflectorized spaces between the horizontal orange and white stripes shall not exceed 3 inches

Sheeting used on drums shall be Type ASTM-III. The sheeting used by the supplier shall be a Type ASTM-III material, approved by the WVDOH for used on reboundable drums. Currently approved retroreflective sheetings meeting this requirement are as follows:

MANUFACTURER	PRODUCT
3M	Scotchlite 381XI Series
3M	Series 3300

Bases for drums shall be black rubber weighing 35 pounds minimum. The bases shall have molded in carrying handles.

The letters "WVDOH" shall be permanently stenciled in three (3) inch letter height to the bottom vertical portion of each drum. This shall be the bottom portion that does not have sheeting applied to it. The stenciling shall be black in color.

APPROVED PRODUCTS

Flexible Plastic Traffic Control Drums bid by vendors shall be a model drum off of the current Approved Product Lists (APL's) meeting the above specifications. Approvals of Flexible Plastic Traffic Control Drums 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 current products on the APL for Flexible Plastic Traffic Control Drums applicable to this Contract are as follows:

MANUFACTURER	MODEL
Traffix Devices	18046-LD-HI w/ 40# rubber base
Allsafe Serices and Materials	1510 (Low Density) with 35# rubber base
Work Area Protection	B400 Low Density with 40# rubber base
Work Area Protection	B500LC Low Density with 40# rubber base
Bent Manufacturing	Superdome Low Density with 40# rubber base
Plastic Safety Systems	Lifeguard Low Density with 40# rubber base
Plastic Safety Systems	Lifeguard II Low Density with 40# rubber base
Eastern Molding International	HTLD-6HI with 40# rubber base

MANUFACTURER SHEETING APPLICATION CERTIFICATION

The vendor will be required to submit a copy of a letter, specific to this Contract, stating that the drum manufacturer has been certified by the sheeting manufacturer to apply the series sheeting specified to the model drum to be supplied (as specified by the vendor in the product compliance checklist form). This letter shall be addressed from the sheeting manufacturer to the drum manufacturer, should reference this Contract number, and should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

NCHRP-350 CERTIFICATION

The vendor will be required to submit a copy of a certification letter originating from the drum manufacturer specifying the products being bid under this Contract, and certifying that these products meet the crashworthiness requirements of NCHRP-350 as a Category I device at test levels I, II, and III. This letter should be included with the vendor's bid package. This Contract shall not be awarded without receipt of this letter.

BID SCHEDULE AND PRODUCT COMPLIANCE FORM

The Vendor shall complete the bid schedule and product compliance checklist form included as part of this Contract in their entirety. Bids with these items uncompleted will be rejected.

BID ITEMS

Flexible Plastic Traffic Control Drums shall be bid complete with bases and pre-applied sheeting. Replacement drums with pre-applied sheeting and replacement bases shall also be available for purchase separately.

MINIMUM ORDER

Each order shall include a minimum total of 25 ea. flexible drums, with or without bases.

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 thirty (30) days A.R.O. Late delivery charges against the vendor may be assessed at a rate of \$50.00 per calendar day beyond thirty (30) days A.R.O. Notification of shipment from vendor shall be received a minimum of 48 hours before delivery of material at the location indicated on the release.

SCHEDULE

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 Subcode (DOH Use Only) (Class 019 Type 008)
FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS					
1	500	Per each, Complete Flexible Plastic Traffic Control Drum, to include sheeting and base	63.80		080662
2	1	Per each, Replacement Flexible Plastic Traffic Control Drum, to include sheeting. (DRUM ONLY)	43.80		080663
3	1	Per each, Replacement Flexible Plastic Traffic Control Drum rubber base (BASE ONLY)	23.10		080664
TOTAL			↑		

PRODUCT COMPLIANCE CHECKLIST FORM

This form shall be completed in its' entirety by the vendor, and submitted as part of the vendor's bid package.

FLEXIBLE PLASTIC TRAFFIC CONTROL DRUMS

1) Drum manufacturer: Work Area Protection Corp.
2) Trade name(s) and model number(s) of drums to be supplied: WAPCO B500LC
3) Series number of sheeting to be utilized: 3M

- 4) Drum manufacturer certified by sheeting manufacturer to apply specified sheeting to the drum specified?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 5) Drum bid meets NCHRP-350 requirements for Category I, Test Levels I, II, and III?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 6) Retroreflective markings to be horizontal, circumferential, alternating orange and white retroreflective stripes 6 inches wide?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 7) Drums to have a minimum of two orange and two white stripes with the top stripe being orange?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 8) Any non-retroreflectorized spaces between the horizontal orange and white stripes to not exceed 3 inches?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 9) Drums to be supplied with sheeting pre-installed by the manufacturer?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 10) Bases to have molded in carrying handles?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 11) The letters "WVDOH" to be permanently stenciled in black in three (3) inch letter height to the bottom vertical portion of each drum that does not have sheeting applied to it?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT NAME: Lisa P. Booth
SIGN NAME: Lisa P. Booth
NAME OF VENDOR: Highway Safety Inc
DATE: 10.20.10

TYPICAL WVDOH DELIVERY POINTS, DELIVERY CONTACTS, AND INVOICING ADDRESSES

Delivery Address	Delivery Contact	Delivery Contact Phone Number	Invoicing Address
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 - D1 Headquarters 1334 Smith Street Charleston, WV 25301
WVDOH - D2 Sign Shop 801 Madison Ave. Huntington, WV 25704	Ed Laymen	304-528-5679 304-528-5600*	WVDOH - D2 Headquarters 801 Madison Avenue Huntington, WV 25712
WVDOH - D3 Sign Shop 720 Depot St. Parkersburg, WV 26101	Tom Potts	304-420-4815 304-420-4645*	WVDOH - D3 Headquarters 624 Depot Street Parkersburg, WV 26102
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 - D4 Headquarters I-79 & Meadowbrook Road Clarksburg, WV 26302
WVDOH - D5 Sign Shop US-50 - 14 miles E. of Keyser Burlington, WV 26710	Doug Placka	304-289-3521 304-289-3521*	WVDOH - D5 Headquarters P.O. Box 99 (Route 50) Burlington, WV 26710
WVDOH District 6 Sign Shop 1 DOT Drive, Bldg. 3 Moundsville, WV 26041	Jim Wurtzbacher	304-843-3658 304-238-4008*	WVDOH - D6 Headquarters 1 DOT Drive Moundsville, WV 26041
WVDOH - D7 Sign Shop US-33 - 1/2 mile E. of Weston Weston, WV 26452	Tyrone Campbell	304-269-0460 304-269-0414*	WVDOH - D7 Headquarters 255 Depot Street Weston, WV 26452
WVDOH - D8 Sign Shop Rt. 219 - 1 mile N. of Elkins Elkins, WV 26241	Mike Westfall	304-637-0215 304-637-0220*	WVDOH - D8 Headquarters US 219 North Elkins, WV 26241
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 - D9 Headquarters 103 1/2 Church Street Lewisburg, WV 24901
WVDOH - D10 Sign Shop 270 Hardwood Lane Princeton, WV 24740	Curtis Whitlow	304-487-5283 304-487-5228*	WVDOH - D10 Headquarters 270 Hardwood Lane Princeton, WV 24740
WVDOH - Traffic Services Complex 180 Dry Branch Rd. Charleston, WV 25306	Chuck Swigger Ted Whitmore	304-558-6356 304-558-9468	WVDOH - Traffic Engineering Div. Bldg. 5 - Room A550 1900 Kanawha Blvd. E. Charleston, WV 25305

* District/Division headquarters phone number

Rev. 09/08

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: Highway Safety Inc

Signed: Greg P. Booth

Date: 10-20-10

Title: President

RFQ No 8511C2023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING 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.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Highway Safety Inc

Authorized Signature: [Signature] Date: 10-20-10

State of WV

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 20th day of October, 2010

My Commission expires 10-4, 2020

AFFIX SEAL HERE

NOTARY PUBLIC Vicki Shoemaker

