



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

State of West Virginia  
 Request for Quotation

Proc Folder: 46910

Doc Description: TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
		CRFQ 0803 DOT1500000022	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

M.H. CORBIN, INC  
 8355 KAUSCH DR PLAIN CITY, OH 43064  
 (614) 873 5214, (800) 380 1718 FAX: (614) 873 8095

01/20/15 10:09:30  
 West Virginia Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X *Katharine McGowan*

FEIN # 31-1192248

DATE 1/14/15

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

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 19.47	\$ 19.47

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2546P3--WS+

Extended Description :

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, WHITE, 1-WAY REFLECTIVE WHITE, TO INCLUDE POST, RETROREFLECTIVE SHEETING (APPLIED), SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 21.57	\$ 21.57

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2546P3D-WSR+

Extended Description :

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, WHITE, 2-WAY REFLECTIVE WHITE/RED, TO INCLUDE POST, RETROREFLECTIVE SHEETING (APPLIED), SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 19.47	\$ 19.47

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2S46P3--YA+

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 1-WAY REFLECTIVE FL. YELLOW, TO INCLUDE POST, RETROREFLECTIVE SHEETING (APPLIED), SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 21.57	\$ 21.57

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2S46P3D--YA+

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 2-WAY REFLECTIVE FL. YELLOW/FL YELLOW, TO INCLUDE POST, RETROREFLECTIVE SHEETING (APPLIED), SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 21.57	\$ 21.57

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2S4GP3D - YART

Extended Description :  
 TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS  
 COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 2-WAY REFLECTIVE FL. YELLOW/RED, TO INCLUDE POST, RETROREFLECTIVE SHEETING (APPLIED), SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 16.81	\$ 16.81

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH2S4GP3 -- UX

Extended Description :  
 TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS  
 COMPLETE TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, BLUE, NON-REFLECTIVE, TO INCLUDE POST, SOIL ANCHOR, AND POST ATTACHMENT HARDWARE (IF APPLICABLE). (ANCHOR IS 18" LENGTH. OPTIONAL 14" ANCHOR WILL BE SUPPLIED IF REQUESTED OR ORDER)

INVOICE TO		SHIP TO	
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 17.95	\$ 17.95

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPR--WS+

Extended Description :

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

PER EACH, REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, WHITE, 1-WAY REFLECTIVE WHITE, TO INCLUDE POST, RETROFLECTIVE SHEETING(APPLIED), AND POST ATTACHMENT HARDWARE (IF APPLICABLE).

INVOICE TO		SHIP TO	
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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 20.04	\$ 20.04

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPRD-WSR+

Extended Description :

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, WHITE, 2- WAY REFLECTIVE WHITE/RED, TO INCLUDE POST, RETROREFLECTIVE SHEETING(APPLIED), AND POST ATTACHMENT HARDWARE ( IF APPLICABLE).

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 17.95	\$ 17.95

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPR--YA+

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 1- WAY REFLECTIVE FL. YELLOW, TO INCLUDE POST, RETROREFLECTIVE SHEETING(APPLIED), AND POST ATTACHMENT HARDWARE ( IF APPLICABLE).

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 20.04	\$ 20.04

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPRD-YA+

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 2- WAY REFLECTIVE FL. YELLOW/ FL. YELLOW, TO INCLUDE POST, RETROREFLECTIVE SHEETING(APPLIED), AND POST ATTACHMENT HARDWARE ( IF APPLICABLE).

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 20.04	\$ 20.04

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPRD-YAR+

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, YELLOW, 2- WAY REFLECTIVE FL. YELLOW/RED, TO INCLUDE POST, RETROREFLECTIVE SHEETING(APPLIED), AND POST ATTACHMENT HARDWARE ( IF APPLICABLE).

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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 15.29	\$ 15.29

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		SH254GPR--UX

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POST, BLUE, NON-REFLECTIVE, TO INCLUDE POST, AND POST ATTACHMENT HARDWARE ( IF APPLICABLE).

INVOICE TO		SHIP TO	
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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 5.67	\$ 5.67

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		GP3

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

REPLACEMENT ROUND TUBE ANCHOR 18" LENGTH

INVOICE TO		SHIP TO	
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No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	1.00000	EA	\$ 5.43	\$ 5.43

Comm Code	Manufacturer	Specification	Model #
46161508	SAFE HIT		GP5

**Extended Description :**

TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS

OPTIONAL 14" ROUND TUBE ANCHOR FOR HARD SOIL CONDITIONS



DOT1500000022	<b>Document Phase</b> Draft	<b>Document Description</b> TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	<b>Page 9</b> <b>of 9</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

DOT150000022	<b>Document Phase</b> Draft	<b>Document Description</b> TYPE II SOIL ANCHORED FLEXIBLE DELINEATOR POSTS	<b>Page 9</b> of 9
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - A pre-bid meeting will not be held prior to bid opening.
  - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
  
  - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: January 2, 2015 at 5:00 PM EST

Submit Questions to: Crystal Rink  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: January 21, 2015 at 1:30 PM EST  
 Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

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

17. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

**Fixed Period Contract:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of n/a for n/a. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but



not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

M.H. CORBIN, INC  
(Company)

Katherine McBayly KATHERINE MCGAUGHY, CUSTOMER SERVICE  
(Authorized Signature) (Representative Name, Title) MANAGER

614 873 5216 614 873 8095 FAX 1/14/15  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ DOT150000022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

M.H. CORBIN, INC  
Company

Katharine McGaughey  
Authorized Signature

1/14/15  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH – Traffic Engineering and any other state agency to establish an open-end contract for Type II Soil Anchored Flexible Delineator Posts and replacement components as needed.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  
  - 2.2 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  
  - 2.3 **“WVDOH”** means West Virginia Division of Highways.
  
  - 2.4 **“APL”** means Approved Product List.
  
  - 2.5 **“Retroreflective Sign Sheeting APL”** means the version of the WVDOH Approved Products list for Retroreflective Sign Sheeting in effect as of the advertising date of this Contract. This APL may be found at: <http://www.transportation.wv.gov/highways/mcst/Documents/Reflective%20Sheeting%20Approved%20List-5-31-13.pdf>

The APL is established in a manner consistent with the requirements contained in the latest Special Provision for retroreflective sheeting materials. This Special Provision is described in Section 2.11. Please make reference to Note #1 associated with the APL. The Special Provision is the same as the Special Provision attached as Exhibit B. Per the notes included under Note #1, the second table listed under Note #1 shall be used to verify materials considered to be acceptable to be provided under this Contract. All retroreflective sheeting applied to products supplied under this Contract shall be type ASTM-XI. The APL establishes a list of products that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or vendor. Any manufacturer whose product(s) meet the established level of quality may become an approved supplier and have their product(s) added to the APL in accordance with the approval procedures described in the Special Provision.

Manufacturers may submit products for evaluation and APL consideration by following the procedures described in WVDOH Materials Procedure 700.00.55

Guidelines for Establishing Approved Lists of Materials Sources. MP 700.00.55 may be found at:

<http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx>

**2.6 “Type II Soil Anchored Flexible Delineator Posts APL”** means the version of the WVDOH Approved Products List for Type II Soil Anchored Flexible Delineator Posts in effect as of the advertising date of this Contract. This APL may be found at:

[http://www.transportation.wv.gov/highways/mcst/Documents/current\\_approved\\_lists/DELPOSTAPL2.pdf](http://www.transportation.wv.gov/highways/mcst/Documents/current_approved_lists/DELPOSTAPL2.pdf)

The APL establishes a list of products that meet the acceptable level of quality and is not intended to reflect a preference or favor any particular brand or vendor. Any manufacturer whose product(s) meet the established level of quality may become an approved supplier and have their product(s) added to the APL in accordance with WVDOH approval procedures. Unless otherwise noted, the make and model of the type II soil anchored flexible delineator posts and bases supplied under this Contract shall be a model listed on the APL, with the exception of models approved for construction zone use only.

Manufacturers may submit products for evaluation and APL consideration by following the procedures described in WVDOH Materials Procedure 700.00.55 Guidelines for Establishing Approved Lists of Materials Sources. MP 700.00.55 is may be found at:

<http://www.transportation.wv.gov/highways/mcst/pages/materialprocedures.aspx>

**2.7 “MP”** means Materials Procedure.

**2.8 “ASTM”** means American Society for Testing and Materials

**2.9 “AASHTO”** means American Association of State and Highway Transportation Officials

**2.10 “Type ASTM-XI Reflective Sheeting”** means a retroreflective sheeting typically manufactured as an unmetalized cube corner microprismatic retroreflective element material.

**2.11 “Special Provision”** means the latest special provision of the WVDOH Standard Specifications for Roads and Bridges pertaining to the retroreflective sheetings. This Special Provision is attached hereto as Exhibit B. Specific compensative requirements of the sheeting manufacturer in the event of material failure, as defined by the material durability and warranty requirements, are included in the Special Provision.

**2.12 “WVDOH Standards”** means official standards published by the WVDOH pertaining to design, fabrication, construction, and material testing/acceptance. Examples of WVDOH Standards include the “WVDOH Standard Specifications Roads and Bridges”, the WVDOH “Standard Details Book” (Volumes I, II, and III), and the WVDOH “Materials Procedures”. Specific WVDOH Standards applicable to this RFQ are identified in the RFQ.

**2.13 “NCHRP-350”** means National Cooperative Highway Research Program Report 350.

**2.14 “NTPEP”** means National Transportation Product Evaluation Program.

### **3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

#### **3.1.1 Type II Soil Anchored Flexible Delineator Posts**

##### **3.1.1.1 Material Specifications:**

**3.1.1.1.1** The specifications of this RFQ and/or any WVDOH Standards referenced in and/or attached to this RFQ may include references to specific recognized “industry standard” specifications which are issued by third parties, such as the American Society for Testing and Materials (ASTM) and the American Association of State and Highway Transportation Officials (AASHTO). Such specifications are protected by strict copyright restrictions and cannot be published as part of this RFQ. The ability to access such specifications shall be considered a mandatory requirement for participation in this RFQ process as a Vendor or as a supplier to the Vendor, as applicable.



- 3.1.1.1.2** Type II Soil Anchored Flexible Delineator Posts shall be manufactured using polymer materials such as polyethylene or engineered thermoplastics, and shall be manufactured to be resistant to impact as well as deterioration and fading from UV light exposure. These type delineators shall be designed to yield when impacted from the front or back, and to subsequently return to their original upright position.
- 3.1.1.1.3** Type II Soil Anchored Flexible Delineator Posts shall be blue, white, or yellow, as specified.
- 3.1.1.1.4** White and Yellow Type II Soil Anchored Flexible Delineator Posts shall be manufactured to a minimum of fifty-four (54) inches in length, and may be flat, semi-flat (half or partially oval shaped), or round. At the reflective portion of the post, white and yellow Type II Soil Anchored Flexible Delineator Posts shall be flat or semi-flat (half or partially oval shaped), and shall be of a consistent cross-section. White and Yellow Type II Soil Anchored Flexible Delineator Posts shall accommodate front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of white, fluorescent-yellow, or red sheeting. The type sheeting used shall be a Type ASTM-XI. Posts shall be supplied with sheeting pre-installed by the manufacturer. The bottom edge of the sheeting shall be installed no less than forty-three (43) inches from the bottom of the post.
- 3.1.1.1.5** White and Yellow Type II Soil Anchored Flexible Delineator Posts shall be supplied with one of the following sheeting color combinations, as specified in the Contract bid items:
- White post with white sheeting on the front

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

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

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

**3.1.1.1.8** The Type ASTM-XI sheeting utilized with the Type II Soil Anchored Flexible Delineator Posts shall be on the WVD0H

Approved Products List for retroreflective sheetings.

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

**3.1.1.2 Approved items**

- 3.1.1.2.1** Type II Soil Anchored Flexible Delineator Posts – See Section 2.7.
- 3.1.1.2.2** Reflective Sheeting – See Section 2.6.

**3.1.1.3 Bid Items**

- 3.1.1.3.1** Type II Soil Anchored Flexible Delineator Posts shall be bid complete. Complete units are to include post, Type ASTM-XI retroreflective sheeting (applied, as required), and soil anchor. Complete units shall normally be shipped with eighteen (18) inch anchors. If available, the organization placing the order shall have the option to request that fourteen (14) inch anchors be supplied with the posts in lieu of the eighteen (18) inch anchors with no change in the unit price. Posts and anchors shall also be available for purchase separately as part of this Contract, including the optional fourteen (14) inch anchors for hard soil conditions. An order for the post only, in white or yellow, will always require the post to have a minimum of one, like color, 3" x 9" vertical strip of Type ASTM-XI retroreflective sheeting on the front face of the post. If the post is ordered as a 2-way reflective, an

additional 3" x 9" vertical strip of like color, or red Type ASTM-XI retroreflective sheeting shall be required on the back side of the flat upper portion of the post as specified. Sheeting shall not be required, or supplied with, blue drain outlet marker posts.

#### 4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost per section as shown.

The Product Compliance Checklist Form that is attached as Exhibit A should be included with the bid package completed in its entirety by the vendor. This Contract shall not be awarded without receipt of the completed Checklist Form.

Bids submitted for this RFQ should include a letter of assurance which addresses reflective sheeting compatibility and application procedures. No Vendor shall be awarded any portion of this Contract without receipt of this letter by the Division, if required. This letter shall be addressed from the sheeting manufacturer to the manufacturer of the product to be supplied as part of this Contract. If the Vendor intends to utilize different manufacturers for different applicable products and/or different sheeting manufacturers, multiple letters may be required. The language of the letter shall provide sufficient indication, in the Division's judgment, that a) the reflective sheeting to be applied to the product to be supplied is suitable for use with the product to be supplied, and b) the reflective sheeting manufacturer has reviewed with the product manufacturer the recommended procedures for application of the reflective sheeting to the product to be supplied. The sole purpose of this requirement is for the Division to verify that a) the sheeting manufacturer is aware of the product manufacturer's intended application for the reflective sheeting and has determined that the application is suitable, and b) that the sheeting manufacturer has made the product manufacturer aware of the recommended procedures for applying the reflective sheeting to the product substrate material. Depending on the Contract, different products may be included which may require different grades and/or

variations of reflective sheeting materials. The letter must sufficiently address, in the Division's judgment, each product type / reflective sheeting combination. It is preferable that the letter reference the specific products to be supplied and each specific manufacturer reflective sheeting Series to be applied to the referenced products. If, during the life of the Contract, the product manufacturer intends to begin utilizing a different approved reflective sheeting than originally indicated in the Vendor's RFQ response, the Vendor shall make this request in writing and shall provide a new letter of assurance if determined by the Division to be necessary.

The vendor will be required to submit a copy of a certification letter originating from the marker 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. NCHRP-350 can be found by following this link: [http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/nchrp\\_350/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/nchrp_350/)

## 5. ORDERING AND PAYMENT:

- 5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Minimum Order:** A minimum order shall consist of no less than 25 units per item number ordered for Item numbers 1 through 14.
- 5.3 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

## 6. DELIVERY AND RETURN:

- 6.1 **Delivery Time:** Vendor shall deliver standard orders within thirty-five (35) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity

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

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing at the Agency Delivery Order "Invoice To" address if orders will be delayed beyond the time frame specified in 6.1 for any reason. Any such delay in delivery will be grounds for:

(a) Cancellation of the delayed order, and/or

(b) Obtaining the items ordered from a third party, and/or

(c) Subjecting the Vendor to a daily (per Calendar Day) penalty at the purchasing organizations discretion for each Calendar Day beyond thirty-five (35) Working Days ARO until the order is received in full. This penalty shall be assessed by subtracting the penalty from the original total value of the Agency Delivery Order. The penalty shall be calculated based on the Table at the following address:

<http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

The original total amount of the Agency Delivery Order shall be substituted for the "Original Contract Amount" when using this Table.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product

shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

**7.2** The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: KATHERINE MCGAUGHY  
Telephone Number: 614 873 5214  
Fax Number: 614 873 8095  
Email Address: KATIE.MCGAUGHY@MHCORBIN.COM



**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.

Type II Soil Anchored Flexible Delineator Post

1) Delineator manufacturer: SAFE HIT, ENERGY ABSORPTION

2) Trade name(s) and model number(s) of delineators to be supplied: SH254GP3--WST, SH254GP3D--WSRT  
SH254GPRD-YAT SH254GPR--UX  
SH254GP3--YAT, SH254GP3D--YAT, SH254GP3D-YAT, SH254GP3--UX  
SH254GPR--WST, SH254GPRD--WSRT, SH254GPR--YAT, SH254GPRD-YAT

3) Manufacturer and Series number of sheeting to be utilized on yellow and white delineators: 3M ASTM-X1

- 4) Yellow and white delineators to be supplied manufactured to a minimum of fifty-four (54) inches in length and are flat, semi-flat (half or partially oval shaped), or round? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 5) At the reflective portion of the post, white and yellow delineators to be supplied are flat or semi-flat (half or partially oval shaped), and have a consistent cross-section? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 6) White and yellow delineators to be supplied have ability to accommodate, front and back, as specified, a three (3) inch wide by nine (9) inch tall piece of sheeting? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 7) White and yellow delineators to be supplied with sheeting pre-installed by the manufacturer? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 8) Bottom edge of sheeting on yellow and white delineators to be installed no less than forty-three (43) inches from the bottom of the post? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 9) Blue non-reflective drain outlet marker delineators to be supplied manufactured to thirty-six (36) inches in length? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 10) Blue non-reflective drain outlet marker delineators to be supplied are round for their entire length and have a min. outside diameter of 2-1/4"? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 11) Delineators to be supplied utilize an eighteen (18) inch minimum length galvanized round steel anchor? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 12) Steel anchor to be supplied closed on the end and crimped along one axis? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 13) Delineators to be supplied designed to be attached to anchor by inserting the delineator into the anchor and then twisting and pulling up on the post to lock it into the anchor, or similar method? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 14) Any attachment hardware required and supplied is of the size and length recommended or supplied by the manufacturer and is manufactured of stainless, zinc plated, or galvanized steel? 

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- 15) Optional fourteen (14) inch anchors available? 

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

PRINT NAME: KATHERINE MCGAUGHY

SIGN NAME: Katherine McGaughy

NAME OF VENDOR: M.H. CORBIN, INC

DATE: 1/14/15

**EXHIBIT B**

**SPECIAL PROVISIONS**

**NEXT 21 PAGES**

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION**  
**DIVISION OF HIGHWAYS**  
**SPECIAL PROVISION**  
**FOR**  
**SECTION 715**  
**MISCELLANEOUS MATERIALS**

**715.9-WARNING DEVICES:**

**715.9.1 – General:**

**DELETE THIS SECTION AND REPLACE WITH THE FOLLOWING:**

**715.9.1-General:** Warning devices shall include, but shall not be limited to, signs, barricades, auxiliary barriers, channelizing devices, hazard warning lights, flares, and reflectors. Unless otherwise indicated such devices shall conform to the standard, "Manual On Temporary Traffic Control for Streets and Highways ", published by the Division. The Contractor shall exhibit evidence that the warning devices furnished meet the requirements detailed.

**715.9.2-Signs:**

**DELETE THIS SECTION AND REPLACE WITH THE FOLLOWING:**

**715.9.2-Signs:** Sign blank material shall be either 0.080 in. flat sheet aluminum, 0.040 in. flat sheet aluminum (guide sign demountable shields, legend, & border only), or extruded panel as specified in Section 661. Retroreflection shall be required and shall be accomplished by using approved retroreflective sheeting as specified in Section 661 and meeting the requirements specified herein.

All references herein to ASTM specification D4956 shall be interpreted as referencing version D4956 – 11a. Any portion of this specification which is in contradiction to ASTM D4956 shall supersede ASTM D4956. All references herein to AASHTO (American Association of State Highway and Transportation Officials) specification M268 shall be interpreted as referencing version M 268-10. Any portion of this specification which is in contradiction to AASHTO M268 shall supersede AASHTO M268. All AASHTO-NTPEP references herein shall be interpreted as referring to the AASHTO National Transportation Product Evaluation Program (NTPEP). All retroreflectivity values referenced herein shall be in units of cd/fc/ft<sup>2</sup>(cd•lx–1•m<sup>-2</sup>). All "matched component" references herein shall be

interpreted as referencing the retroreflective sheeting manufacturer's recommended inks and overlay films to be used for manufacturing purposes with the manufacturer's sheeting. All APL references herein shall be interpreted as referring to the Division's Approved Products List (APL) for Retroreflective Sheeting. All CSS references herein shall be interpreted as referring to the Division's Central Sign Shop (CSS) internal sign manufacturing facility in Charleston, WV.

**715.9.2.1-Retroreflective Sheeting, Type ASTM-I:** A retroreflective sheeting referred to as "engineering grade" that is typically an enclosed lens glass-bead sheeting.

**715.9.2.1.1- Type ASTM-I Sheeting Requirements:**

**715.9.2.1.1.1- Coefficient of Retroreflection:** New sheeting shall meet the Minimum Coefficient of Retroreflection requirements in ASTM specification D4956 for Type I material, as defined in ASTM D4956.

For transparent ink printed or transparent film covered areas over white sheeting, the Minimum Coefficient of Retroreflection requirements shall be seventy (70) % of the values specified in ASTM D4956 for sheeting of the same color as the ink or film.

All testing shall be conducted in accordance with ASTM D4956.

**715.9.2.1.1.2- Color:** New sheeting shall meet the Daytime Color & Nighttime Color requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These requirements shall also apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.1.1.3- Daytime Luminance Factor:** New sheeting shall meet the Daytime Luminance Factor requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These requirements shall also apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.1.1.4- Adhesion:** New sheeting with a pressure sensitive backing shall meet the adhesion requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.1.1.5- Shrinkage:** New sheeting shall meet the shrinkage requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.1.1.6- Flexibility:** New sheeting shall meet the flexibility requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.1.1.7- Liner Removal:** New sheeting shall meet the liner removability requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.1.1.8- Impact Resistance:** New sheeting shall meet the impact resistance requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.1.1.9-Rotational Sensitivity:** New sheeting shall meet the applicable requirements of AASHTO M268 in order for the sheeting to be considered rotationally insensitive. Testing shall be conducted at the viewing geometry of 0.5/-4 as recommended in AASHTO M268, and the results of retroreflectivity readings at rotation angles of 0, 45, 90, and 120 degrees shall be compared as recommended in AASHTO M268. If the sheeting does not meet these requirements, it shall be noted on the APL that the material is rotationally sensitive.

**715.9.2.1.1.10- Shelf Life:** Any Type ASTM-I material to be considered for listing on the Division's APL shall have a minimum one (1) year shelf life. The same provisions shall apply to the manufacturer recommended matched components. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.1.1.11- Backing Class:** Type ASTM-I sheeting shall have a Class 1 adhesive backing, as defined in ASTM D4956.

**715.9.2.1.1.12- Durability:** The durability requirements of finished products manufactured using Type ASTM-I sheeting are specified within Section 715.9.2.7.

**715.9.2.1.2- Approval Process:** The WVDOH approval process for Type ASTM-I sheeting products is specified within Section 715.9.2.9.

**715.9.2.2- Retroreflective Sheeting, Type ASTM-IV:** A retroreflective sheeting referred to as "high-intensity" that is typically an unmetalized micropismatic retroreflective element material.

**715.9.2.2.1- Type ASTM-IV Sheeting Requirements:**

**715.9.2.2.1.1- Coefficient of Retroreflection:** New material shall meet the Minimum Coefficient of Retroreflection requirements in ASTM D4956 for Type IV material, as defined in ASTM D4956.

For transparent ink printed or transparent film covered areas over white sheeting, the Minimum Coefficient of Retroreflection requirements shall be seventy (70) % of the values specified in ASTM D4956 for sheeting of the same color as the ink or film.

All testing shall be conducted in accordance with ASTM D4956.

**715.9.2.2.1.2- Color:** New sheeting shall meet the Daytime Color & Nighttime Color requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These requirements shall also apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.2.1.3- Daytime Luminance Factor:** New sheeting shall meet the Daytime Luminance Factor requirements in specification D4956 when tested in accordance with ASTM specification D4956. These requirements shall also apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.2.1.4- Adhesion:** New sheeting shall meet the adhesion requirements in specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary adhesion requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.2.1.5- Shrinkage:** New sheeting shall meet the shrinkage requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.2.1.6- Flexibility:** New sheeting shall meet the flexibility requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary flexibility requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.2.1.7- Liner Removal:** New sheeting shall meet the liner removability requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.2.1.8- Impact Resistance:** New sheeting shall meet the impact resistance requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary impact resistance requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.2.1.9- Rotational Sensitivity:** New sheeting materials, with exceptions noted herein, shall meet the applicable requirements of AASHTO M268 in order for the sheeting to be considered rotationally insensitive. Testing shall be conducted at the viewing geometry of 0.5/-4 as recommended in AASHTO M268, and the results of retroreflectivity readings at rotation angles of 0, 45, 90, and 120 degrees shall be compared as recommended in AASHTO M268. If the sheeting does not meet these requirements, it shall be noted on the APL that the material is rotationally sensitive. With the exception of fluorescent-orange materials intended for application to rigid substrate signs, "work zone" materials as defined herein shall not be subject to rotational sensitivity testing.

**715.9.2.2.1.10- Shelf Life:** A minimum shelf life shall not be required for the sheeting to be listed on the APL. However, in order for the sheeting to be approved for manufacturing purposes within the Division's CSS, a minimum (1) year shelf life shall be required. The same provisions shall apply to the manufacturer recommended matched components. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.2.1.11- Backing Class:** All Type ASTM-IV material supplied to the Division for manufacturing purposes within the CSS shall have a Class 1 adhesive backing, as defined in ASTM D4956. The adhesive backing on all Type ASTM-IV material supplied to manufacturers providing finished products to the Division or to Contractors performing work on Division Contracts shall have the most appropriate ASTM D4956 defined adhesive backing for the materials intended purpose, as determined by the manufacturer.

**715.9.2.2.1.12- Durability:** Durability requirements of finished products manufactured using Type ASTM-IV to be warranted by the sheeting manufacturer are specified within Section 715.9.2.7.

**715.9.2.2.2- Approval Process:** The WVDOH approval process for Type ASTM-IV sheeting products is specified within Section 715.9.2.9.

**715.9.2.3- Retroreflective Sheeting, Type ASTM-VI:** An elastomeric retroreflective sheeting without adhesive. This sheeting is typically a vinyl microprismatic retroreflective material.

**715.9.2.3.1- Type ASTM-VI Sheeting Requirements:**

**715.9.2.3.1.1- Coefficient of Retroreflection:** New sheeting shall meet the Minimum Coefficient of Retroreflection requirements as specified in Table 715.9.2.3.1.1-I below.

Observation Angle	Entrance Angle	Color	
		White	Fluorescent-Orange
0.2	-4	300	200
0.2	+30	180	120
0.2	+45	100	60
0.5	-4	200	120
0.5	+30	75	50
0.5	+45	60	30

For transparent ink printed areas over white sheeting, the Minimum Coefficient of Retroreflection requirements shall be as shown in Table 715.9.2.3.1.1-II below.

Observation Angle	Entrance Angle	Color				
		Green	Blue	Red	Yellow	Brown
0.2	-4	21	9.5	29	147	6.1

All testing shall be conducted in accordance with ASTM D4956.

**715.9.2.3.1.2- Color:** New sheeting shall meet the Daytime Color & Nighttime Color requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These same requirements shall apply to transparent ink covered areas over white sheeting.

**715.9.2.3.1.3- Daytime Luminance Factor:** New sheeting shall meet the Daytime Luminance Factor requirements of ASTM specification D4956 when tested in accordance with ASTM specification D4956. These requirements shall also apply to transparent ink covered areas over white sheeting.

**715.9.2.3.1.4- Shrinkage:** New sheeting shall meet the shrinkage requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.3.1.5- Flexibility:** New sheeting shall meet the flexibility requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.3.1.6- Impact Resistance:** New sheeting shall meet the impact resistance requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.3.1.7- BLANK**

**715.9.2.3.1.8- Backing Class:** All Type ASTM-VI material shall have a Class 5 backing, as defined in ASTM D4956.

**715.9.2.3.1.9- Durability:** Durability requirements of finished products manufactured using Type ASTM-VI material to be warranted by the sheeting manufacturer are specified within Section 715.9.2.7.

**715.9.2.3.2- Approval Process:** The WVDOH approval process for Type ASTM-VI sheeting products is specified within Section 715.9.2.9.

**715.9.2.4- Retroreflective Sheeting, Type ASTM-XI:** A retroreflective sheeting typically manufactured as an unmetalized cube corner microprismatic retroreflective element material.

**715.9.2.4.1- Type ASTM-XI Sheeting Requirements:**

**715.9.2.4.1.1- Coefficient of Retroreflection:** New sheeting shall meet the Minimum Coefficient of Retroreflection requirements in ASTM specification D4956 for Type XI material, as defined in ASTM D4956.

For transparent ink printed or transparent film covered areas over white sheeting, the Minimum Coefficient of Retroreflection requirements shall be seventy (70) % of the values specified in ASTM D4956 for sheeting of the same color as the ink or film.



All testing shall be conducted in accordance with ASTM D4956.

**715.9.2.4.1.2- Color:** New sheeting shall meet the Daytime Color & Nighttime Color requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These same requirements shall apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.4.1.3- Daytime Luminance Factor:** New sheeting shall meet the Daytime Luminance Factor requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. These same requirements shall apply to transparent ink and transparent film covered areas over white sheeting.

**715.9.2.4.1.4- Adhesion:** New sheeting shall meet the adhesion requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary adhesion requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.4.1.5- Shrinkage:** New sheeting shall meet the shrinkage requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.4.1.6- Flexibility:** New sheeting shall meet the flexibility requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary flexibility requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.4.1.7- Liner Removal:** New sheeting shall meet the liner removability requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956.

**715.9.2.4.1.8- Impact Resistance:** New sheeting shall meet the impact resistance requirements in ASTM specification D4956 when tested in accordance with ASTM specification D4956. If the material is marketed as a reboundable material, the supplementary impact resistance requirements in ASTM D4956 for reboundable materials shall apply.

**715.9.2.4.1.9-Rotational Sensitivity:** New sheeting materials, with exceptions noted herein, shall meet the applicable requirements of AASHTO M268 in order for the sheeting to be considered rotationally insensitive. Testing shall be conducted at the viewing geometry of 0.5/-4 as recommended in AASHTO M268, and the results of retroreflectivity readings at rotation angles of 0, 45, 90, and 120 degrees shall be compared as recommended in AASHTO M268. If the sheeting does not meet these requirements, it shall be noted on the APL that the material is rotationally sensitive. With the exception of fluorescent-orange materials intended for application to rigid substrate signs, "work zone" materials as defined herein shall not be subject to rotational sensitivity testing.

**715.9.2.4.1.10- Shelf Life:** A minimum shelf life shall not be required for the sheeting to be listed on the APL. However, in order for the sheeting to be approved for manufacturing purposes within the Division's CSS, a minimum (1) year shelf life shall be required. The same provisions shall apply to the manufacturer recommended matched components. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.4.1.11- Backing Class:** All Type ASTM-XI material supplied to the Division for manufacturing purposes within the CSS shall have a Class 1 adhesive backing, as defined in ASTM D4956. The adhesive backing on all Type ASTM-XI material supplied to manufacturers providing finished products to the Division or to Contractors performing work on Division Contracts shall have the most appropriate ASTM D4956 adhesive backing for the materials intended purpose.

**715.9.2.4.1.12- Durability:** Durability requirements of finished products manufactured using Type ASTM-XI material to be warranted by the sheeting manufacturer are specified within Section 715.9.2.7.

**715.9.2.4.2- Approval Process:** The WVDOH approval process for Type ASTM-XI sheeting products is specified within Section 715.9.2.9.

**715.9.2.5-Transfer Film:** Transfer film for premasking or applying prespaced legends using transparent or opaque films.

**715.9.2.5.1 – Transfer Film Requirements:**

**715.9.2.5.1.1 – Transparency:** Transfer films shall be transparent.

**715.9.2.5.2 – Approval Process:** The WVDOH approval process for Transfer Film is specified within Section 715.9.2.9.

**715.9.2.6-Matched Components:**

**715.9.2.6.1-Black Opaque Overlay Film:** A black, opaque, typically vinyl or acrylic pressure-sensitive film designed for permanent graphics that may be prespaced and electronically cut. These films have a synthetic liner that resists moisture absorption and static buildup.

**715.9.2.6.1.1-Black Opaque Overlay Film Requirements:**

**715.9.2.6.1.1.1- Adhesive:** This material shall utilize a pressure sensitive adhesive.

**715.9.2.6.1.1.2- Chemical Resistance:** This material shall resist mild alkalis, mild acids, and salt. The material shall exhibit excellent resistance to water, with exception to cases of submersion.

**715.9.2.6.1.1.3- Shrinkage:** After application, this material shall not exhibit shrinkage in excess of 0.010 inches.

**715.9.2.6.1.1.4- Durability:** Durability requirements of black opaque overlay films, depending on the Type sheeting the material is to be utilized with and the intended application, are specified in Sections 715.9.2.1 through 715.9.2.4.

**715.9.2.6.1.1.5 – Shelf Life:** A minimum shelf life shall not be required for the film to be approved for use with the manufacturer's sheeting products. However, in order for the film to be approved for manufacturing purposes within the Division's CSS, a minimum (1) year shelf life shall be required. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.6.1.1.6- CSS Requirements:** In addition to, but not limited to, any other requirements stated herein, all black opaque overlay film to be approved for manufacturing purposes within the CSS shall be a vinyl material. In addition, this material shall have sufficient strength so that it can be handled, processed, and applied according to the recommendations of the manufacturer without appreciable stretching, tearing, or other damage. The material shall permit cutting and application at temperatures of 40 to 100°F (4 to 38°C).

**715.9.2.6.1.2-Approval Process:** The WVD0H approval process for Black Opaque Overlay Film is specified within Section 715.9.2.9.

**715.9.2.6.2- Transparent Overlay Films:** A colored, transparent, typically acrylic, transparent pressure-sensitive film designed for permanent graphics that may be prespaced and electronically cut. These films have a synthetic liner that resists moisture absorption and static buildup.

**715.9.2.6.2.1- Transparent Overlay Film Requirements:**

**715.9.2.6.2.1.1- Adhesive:** This material shall utilize a transparent pressure sensitive adhesive.

**715.9.2.6.2.1.2- Chemical Resistance:** This material shall resist mild alkalis, mild acids, and salt. The material shall exhibit excellent resistance to water, with exception to cases of submersion.

**715.9.2.6.2.1.3- Color Standards:** Transparent overlay films applied to the manufacturer's approved white sheeting shall produce colors meeting the daytime and nighttime color requirements of ASTM D4956 for like colored sheeting. Testing shall be conducted in accordance with ASTM D4956.

**715.9.2.6.2.1.4- Transparency:** After application over the manufacturer's white sheeting, the film's level of transparency shall result in a minimum retroreflectivity level of seventy (70) % of the minimum required retroreflectivity level, as specified

herein, of the like colored sheeting of the same grade as the white sheeting. Testing shall be conducted in accordance with ASTM D4956.

**715.9.2.6.2.1.5- Durability:** Durability requirements of transparent overlay films, depending on the Type sheeting the material is to be utilized with and the intended application, are specified in Sections 715.9.2.1 through 715.9.2.4.

**715.9.2.6.2.1.6 – Shelf Life:** A minimum shelf life shall not be required for the film to be approved for use with the manufacturer's sheeting products. However, in order for the film to be approved for manufacturing purposes within the Division's CSS, a minimum (1) year shelf life shall be required. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.6.2.1.7- CSS Requirements:** In addition to, but not limited to, any other requirements stated herein, all transparent overlay film to be approved for manufacturing purposes within the CSS shall be an acrylic material and shall be supplied on a clear liner. In addition, this material shall have sufficient strength so that it can be handled, processed, and applied according to the recommendations of the manufacturer without appreciable stretching, tearing, or other damage. The material shall permit cutting and application at temperatures of 40 to 100°F (4 to 38°C).

**715.9.2.6.2.2-Approval Process:** The WVDOH approval process for Transparent Overlay Film is specified within Section 715.9.2.9.

**715.9.2.6.3- Opaque and Transparent Inks:** Weather resistant, quick drying inks designed for use in traffic sign screen printing processes.

**715.9.2.6.3.1- Opaque and Transparent Ink Requirements:**

**715.9.2.6.3.1.1- Chemical Resistance:** This material shall resist mild alkalis, mild acids, and salt. The material shall exhibit excellent resistance to water, with exception to cases of submersion.

**715.9.2.6.3.1.2- Color Standards:** Transparent inks applied to the manufacturer's approved white sheeting shall produce colors meeting the daytime and nighttime color requirements of ASTM D4956 for like colored sheeting. Testing shall be conducted in accordance with ASTM D4956.

**715.9.2.6.3.1.3- Transparency:** After application over the manufacturer's white sheeting, the level of transparency of the transparent ink shall result in a minimum retroreflectivity level of seventy (70) % of the minimum required retroreflectivity level, as specified herein, of the like colored sheeting of the same grade as the white sheeting. Testing shall be conducted in accordance with ASTM D4956.

**715.9.2.6.3.1.4- Durability:** Durability requirements of opaque & transparent inks, depending on the Type sheeting the material is to be utilized with and the intended application, are specified in Sections 715.9.2.1 through 715.9.2.4.

**715.9.2.6.3.1.5– Shelf Life:** A minimum shelf life shall not be required for the ink to be approved for use with the manufacturer's sheeting products. However, in order for the ink to be approved for manufacturing purposes within the Division's CSS, a minimum (1) year shelf life shall be required. Reasonable conditional requirements pertaining to storage, such as temperature and relative humidity, shall be permitted.

**715.9.2.6.3.2-Approval Process:** The WVDOH approval process for Opaque and Transparent Ink is specified within Section 715.9.2.9.

**715.9.2.7 – Durability Requirements:** The durability requirements of the various type sheeting materials described herein and their matched components are specified in this Section. The sheeting manufacturer's obligations in the event that the manufacturer's material(s) fails to meet the durability requirements specified herein, as applicable, are specified within Section 715.9.2.8.

**715.9.2.7.1-Non Work Zone Applications:**

**715.9.2.7.1.1-Type ASTM-I Sheeting:** Finished signs manufactured using Type ASTM-I sheeting shall exhibit the minimum level of performance described herein for a period of seven (7) years after field installation.

The retroreflectivity levels maintained by the sheeting placed on the signs shall be a minimum of fifty (50) % of the required values for new sheeting of the same color, per 715.9.2.1.1.1. For transparent ink and film covered areas over white sheeting, the retroreflectivity levels maintained by these areas of the signs shall be a minimum of thirty-five (35) % [seventy (70) % of the fifty (50) % value specified above] of the required values for new sheeting of the same color as the ink or film, per 715.9.2.1.1.1.

The colors and luminance factors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

All retroreflectivity testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

**715.9.2.7.1.2-Type ASTM-IV Sheeting:** Finished signs manufactured using Type ASTM-IV sheeting shall exhibit the minimum level of performance described herein for a period of ten (10) years after field installation.

The retroreflectivity levels maintained by the sheeting placed on the signs shall be a minimum of eighty (80) % of the required values for new sheeting of the same color, per 715.9.2.2.1.1. For transparent ink and transparent film covered areas over white sheeting, the retroreflectivity levels maintained by these areas of the signs shall be a minimum of fifty-six (56) % [seventy (70) % of the eighty (80) % value specified above] of the required values for new sheeting of the same color as the ink or film, per 715.9.2.2.1.1.

The colors and luminance factors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

All retroreflectivity testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

#### **715.9.2.7.1.3-Type ASTM-XI Sheeting:**

**715.9.2.7.1.3.1-Non Fluorescent Materials:** Finished signs manufactured using Type ASTM-XI non-fluorescent sheeting shall exhibit the minimum level of performance described herein for a period of twelve (12) years after field installation.

The retroreflectivity levels maintained by the sheeting placed on the signs shall be a minimum of eighty (80) % of the required values for new sheeting of the same color, per 715.9.2.4.1.1. For transparent ink and film covered areas over white sheeting, the retroreflectivity levels maintained by these areas of the signs shall be a minimum of fifty-six (56) % [seventy (70) % of the eighty (80) % value specified above] of the required values for new sheeting of the same color as the ink or film, per 715.9.2.4.1.1.

The colors and luminance factors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

All retroreflectivity testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

**715.9.2.7.1.3.2-Fluorescent Materials:** Finished signs manufactured using Type ASTM-XI fluorescent sheeting shall exhibit the minimum level of performance described herein for a period of ten (10) years after installation.

The retroreflectivity levels maintained by the sheeting placed on the signs shall be a minimum of eighty (80) % of the required values for new sheeting of the same color, per 715.9.2.4.1.1.

The colors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

The daytime luminance factor of all areas of finished signs shall be in conformance with the daytime luminance factor requirements referenced in Section 715.9.2.4.1.3.

All testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

#### **715.9.2.7.2-Work Zone Applications:**

##### **715.9.2.7.2.1-Type ASTM-IV Sheeting:**

**715.9.2.7.2.1.1-Channelization & Delineation Devices:** Products in this category include but may not be limited to plastic posts, tubes, barricades, drums, cones, and channelizer cones, including "permanently" installed plastic posts and tubes.

Applicable colors are orange, white, yellow, blue, and red. The sheeting placed on finished products of this type shall have its' performance warranted for a period of three (3) years after application on the finished product.

The Minimum Coefficient of Retroreflection shall be fifty (50) % of the values specified in Section 715.9.2.2.1.1 for sheeting of the same color.

The colors and luminance factors of the applied sheeting shall be such that the sheeting remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

All retroreflectivity testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

#### **715.9.2.7.2.2-Type ASTM-VI Sheeting:**

**715.9.2.7.2.2.1-Roll-Up Signs:** Finished roll-up signs manufactured using Type ASTM-VI sheeting shall have their performance warranted for a period of three (3) years after manufacturing.

The retroreflectivity levels maintained by the white or fluorescent-orange areas of the finished signs shall be a minimum of fifty (50) % of the required values for new sheeting of the same color, per Table 715.9.2.3.1.1-I. For transparent ink covered areas over white sheeting, the retroreflectivity levels maintained by these areas of the signs shall be a minimum of fifty (50) % of the required values for like colored screen printed areas over new sheeting (50% of the values in Table 715.9.2.3.1.1-II).

The colors and luminance factors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

The daytime luminance factor of fluorescent-orange finished signs shall be in conformance with the daytime luminance factor requirements referenced in Section 715.9.2.3.1.3.

All testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

#### **715.9.2.7.2.3-Type ASTM-XI Sheeting:**

**715.9.2.7.2.3.1-Signs:** Finished work zone signs manufactured using fluorescent-orange Type ASTM-XI material shall have their performance warranted for a period of three (3) years after manufacturing.

The retroreflectivity levels maintained by the sheeting placed on the signs shall be a minimum of fifty (50) % of the required values for new fluorescent-orange sheeting, per 715.9.2.4.1.1.

The colors of all areas of finished signs shall be such that the sign remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

The daytime luminance factor of all areas of finished signs shall be in conformance with the daytime luminance factor requirements referenced in Section 715.9.2.4.1.3 for fluorescent-orange.

All testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

**715.9.2.7.2.3.2--Channelization & Delineation Devices:** Products in this category include but may not be limited to plastic posts, tubes, barricades, drums, cones, and channelizer cones, including "permanently" installed plastic posts and tubes. Applicable colors are orange, white, yellow, blue, and red. The sheeting placed on finished products of this type shall have its' performance warranted for a period of three (3) years after application on the finished product.

The Minimum Coefficient of Retroreflection shall be fifty (50) % of the values specified in Section 715.9.2.4.1.1 for sheeting of the same color.

The colors and luminance factors of the applied sheeting shall be such that the sheeting remains effective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision.

The daytime luminance factor of fluorescent-yellow sheeting shall be in conformance with the daytime luminance factor requirements referenced in Section 715.9.2.4.1.3.

All testing shall be done in accordance with ASTM D4956. All retroreflectivity testing shall be done at the set observation angle / entrance angle geometry of 0.2/-4.

**715.9.2.8- Warranty Claims:** The sheeting manufacturer's obligations in the event that the manufacturer's material(s) fails to meet the warranty requirements specified herein are specified within this Section. The retroreflective sheeting and/or matched components used to manufacture finished signs, channelization devices, & delineation devices shall be considered to be in non-compliance with these specifications where it can be shown that during the specified warranty period the finished product has deteriorated due to natural causes to the extent that is in non-compliance with the quantitative requirements contained herein related to retroreflectivity or luminance factor, as applicable, or is otherwise determined to be ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions by drivers with normal vision. Under such circumstances, the sheeting manufacturer's warranty obligations shall be as outlined as described herein. The retroreflectivity, color, & luminance factor durability requirements of the various type sheeting materials described herein and their matched components, as well as the required warranty periods, are specified within Section 715.9.2.7.



Warranty claims shall be based on failures which occur as a result of design or manufacturing defects in the manufacturer's sheeting and/or matched components and not of outside causes such as improper fabrication, handling, maintenance, or installation; use of non manufacturer recommended inks, thinners, coatings, or overlay films for the sheeting being used; use of application equipment not recommended by the manufacturer; failure of sign substrate; exposure to chemicals, abrasion, or damage from fasteners used to mount the sign; snow burial; collisions, vandalism, or malicious mischief. It shall be the sheeting manufacturer's responsibility to investigate and demonstrate that the recommendations contained in their product bulletins, information folders, and technical memos have not been followed in cases where the manufacturer chooses to contest the warranty claim.

Replacement sheeting shall carry the unexpired warranty of the sheeting it replaces.

#### **715.9.2.8.1-Non Work Zone Applications:**

##### **715.9.2.8.1.1-Signs:**

**715.9.2.8.1.1.1-Non Fluorescent Type ASTM-IV and Type ASTM-XI Sheeting:** If the failure occurs within the first seven (7) years from the date of field installation, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness. The Division will be responsible for no labor, equipment, or material costs in this case.

If the failure occurs after seven (7) years from the date of field installation, but less than ten (10) years from the date of field installation for Type ASTM-IV material or less than twelve (12) years from the date of field installation for Type ASTM-XI material, the manufacturer shall furnish the necessary amount of sheeting to restore the sign surface to its original effectiveness.

**715.9.2.8.1.1.2-Fluorescent Type ASTM-XI Sheeting:** If the failure occurs within the first seven (7) years from the date of field installation, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness. The Division will be responsible for no labor, equipment, or material costs in this case.

If the failure occurs after seven (7) years from the date of field installation, but less than ten (10) years from the date of field installation, the manufacturer shall furnish the necessary amount of sheeting to restore the sign surface to its original effectiveness.

#### **715.9.2.8.2-Work Zone Applications:**

##### **715.9.2.8.2.1-Signs:**

**715.9.2.8.2.1.1-Type ASTM-VI and Type ASTM-XI Sheeting:** If the failure occurs within one (1) year from the date of manufacturing, the sheeting manufacturer will, at its expense, provide all required sheeting to restore the effected sign(s) to their original effectiveness.

If failure occurs after one (1) year from the date of manufacturing, but less than two (2) years from the date of manufacturing, the sheeting manufacturer will, at its

expense, provide two-thirds (2/3) of the required sheeting to restore the effected sign(s) to their original effectiveness.

If failure occurs after two (2) years from the date of manufacturing, but less than three (3) years from the date of manufacturing, the sheeting manufacturer will, at its expense, provide one-third (1/3) of the required sheeting to restore the effected sign(s) to their original effectiveness.

#### **715.9.2.8.2.2-Channelization & Delineation Devices:**

**715.9.2.8.2.2.1-Type ASTM-IV and Type ASTM-XI Sheeting:** If the failure occurs within one (1) year from the date of manufacturing, the sheeting manufacturer will, at its expense, provide all required sheeting to restore the effected device(s) to their original effectiveness.

If failure occurs after one (1) year from the date of manufacturing, but less than two (2) years from the date of manufacturing, the sheeting manufacturer will, at its expense, provide two-thirds (2/3) of the required sheeting to restore the effected device(s) to their original effectiveness.

If failure occurs after two (2) years from the date of manufacturing, but less than three (3) years from the date of manufacturing, the sheeting manufacturer will, at its expense, provide one-third (1/3) of the required sheeting to restore the effected device(s) to their original effectiveness.

**715.9.2.9-Approval Processes:** The WVDOH processes for review and approval of the various material types described in Sections 715.9.2.1 through 715.9.2.6 are described within this Section.

Retroreflective sheeting materials of the Types described herein, manufacturer recommended matched components for use with the sheeting materials, and transfer films to be considered for inclusion on the WVDOH APL shall be submitted to the Materials Division following the current procedures specified by the Materials Division. The manufacturer may contact the Traffic Engineering Division for verification. The manufacturer should include all relevant documentation and information with their submittal, including but not limited to Product Data Sheets, Product Flyers, Manufacturer Product Specifications, Product Bulletins, and any required independent test results described herein.

In addition to the above described documentation and information, the manufacturer shall submit a letter of certification prior to approval. This letter shall include the following:

1. Certification that the material(s) submitted for approval will meet all applicable requirements contained within Section 715 of the WVDOH Standard Specifications. The applicable material Type designation, as defined in this specification, should also

- be referenced. If the material is a Type ASTM-I, IV, or XI material and not intended solely for application to work zone devices as defined herein, or is a fluorescent-orange material intended for application to rigid substrate signs, and does not meet the requirements of this specification to be considered rotationally insensitive, the manufacturer should note this exception in the certification letter. Classification of the material as being rotationally sensitive will not prevent approval of the material.
2. Certification that the manufacturer agrees to warranty the performance of the material(s) in accordance with Section 715 of the WVDOH Standard Specifications.
  3. Certification that the material(s) have a minimum one (1) year shelf life, when stored as recommended by the manufacturer, if the manufacturer is seeking approval of the material(s) for manufacturing purposes within the CSS.

All submitted information will be forwarded to the WVDOH Traffic Engineering Division, which will in turn contact and work directly with the manufacturer during the evaluation process. The Traffic Engineering Division will evaluate all submitted literature and documentation for compliance with the specified requirements as well as satisfactory independent testing results, as applicable. The Traffic Engineering Division will also arrange for the manufacturer to furnish test samples for evaluation of the materials suitability for use within the CSS, as applicable. After the evaluation is complete, the Traffic Engineering Division will inform the Materials Division in writing of the outcome of its evaluation.

The WVDOH reserves the right to conduct testing, whether internally or through an independent testing agency of its choice, on any material submitted for approval in order to verify that the material meets any of the material specifications herein. This testing may be conducted prior to or any time after approval is issued. Any such testing shall be conducted in accordance with the testing requirements of the applicable standardization body, such as ASTM or AASHTO.

#### **715.9.2.9.1-Retroreflective Sheeting Materials & Matched Components:**

**715.9.2.9.1.1-Independent Test Results:** In order for the material to be evaluated and considered for approval, independent test results must be supplied by the manufacturer demonstrating the sheeting material's conformance with the requirements specified within the applicable Section 715.9.2.1, 715.9.2.2, 715.9.2.3, or 715.9.2.4, with the exception of the requirements specified in the "Shelf Life", "Backing Class", and "Durability" subsections. The independent test results shall include accelerated outdoor weathering test results conducted in conformance with ASTM D4956. Artificial accelerated lab weathering shall not be accepted except for materials intended for work zone applications. Materials intended for work zone applications shall include all Type ASTM-VI materials and shall include, but may not be limited to, other "Type" materials

intended for use on plastic posts, tubes, barricades, drums, cones, and channelizer cones, including “permanently” installed plastic posts and tubes. However, any approval granted based on the results of artificial accelerated lab weathering shall be provisional in nature and noted as such on the APL. As a condition of the acceptance of artificial accelerated lab weathering results in lieu of accelerated outdoor weathering results, the accelerated outdoor weathering process shall be ongoing at the time of issuance of the provisional approval. In addition, the material manufacturer shall submit the standard outdoor weathering test results to the WVDOH within nine (9) months after the effective date of the provisional approval for Type ASTM-VI materials, and within fifteen (15) months after the effective date of the provisional approval for all other material “Types”. AASHTO-NTPEP results shall be considered acceptable for meeting the accelerated outdoor weathering test results requirement.

Rotational sensitivity testing is not required for sheeting materials intended solely for application to work zone devices, as defined herein, with the exception of fluorescent-orange materials intended for application to rigid substrate signs. Otherwise, if a material submitted for approval does not meet the rotational sensitivity requirements herein, rotational sensitivity testing may be omitted from the independent test results provided that the manufacturer notes that the material does not meet the rotational sensitivity requirement in their required certification letter described in Section 715.9.2.9.

**715.9.2.9.1.1-Accelerated Weathering Test Results:** The duration of testing required shall be based on the sheeting material Type, as defined by this specification, and the intended application of the material. All Type ASTM-I sheeting materials shall be subjected to two (2) years of accelerated outdoor weathering. Type ASTM-IV and Type ASTM-XI materials intended for non work zone applications shall be subjected to three (3) years of accelerated outdoor weathering. Type ASTM-IV and Type ASTM-XI materials intended for work zone applications shall be subjected to one (1) year of accelerated outdoor weathering. Type ASTM-VI materials shall be subjected to six (6) months of accelerated outdoor weathering.

After completion of the accelerated outdoor weathering, all materials shall be in conformance with the general durability requirements related to cracking, scaling, pitting, blistering, edge lifting, curling, shrinkage, and expansion specified in ASTM D4956.

The retroreflectivity level of the sheeting material after completion of the accelerated outdoor weathering, when tested in accordance with ASTM D4956, shall be in conformance with the requirements of ASTM D4956. ASTM D4956 specifies the level of retroreflectivity to be maintained by the material as a percentage of the initial required retroreflectivity level specified in ASTM D4956. An exception to this shall apply to Type ASTM-VI materials. In this case, the percentage specified in ASTM

D4956 shall be applied to the applicable initial required retroreflectivity levels specified in Section 715.9.2.3.1.1 rather than the initial values specified in ASTM D4956.

After completion of the accelerated weathering, the sheeting material shall be in conformance with the requirements specified in the "Color" (daytime) and "Luminance Factor" subsections within the applicable Section 715.9.2.1, 715.9.2.2, 715.9.2.3, or 715.9.2.4 when tested in accordance with ASTM D4956.

The manufacturer recommended matched components for use with the sheeting material must also be subjected to accelerated outdoor weathering in order for approval to be given for the manufacturing of signs requiring the use of these matched components. The duration of accelerated outdoor weathering required for the matched components shall be the same as the applicable duration required for the sheeting.

The retroreflectivity level of the areas of all signs processed with transparent inks or transparent films after completion of the accelerated outdoor weathering, when tested in accordance with ASTM D4956, shall be a minimum of seventy (70) % of the retroreflectivity values required for like colored sheeting of the same material Type upon completion of the accelerated outdoor weathering.

After completion of the accelerated outdoor weathering, the areas of all signs processed with transparent inks or transparent films shall be in conformance with the requirements specified in the "Color" (daytime) and "Luminance Factor" subsections within the applicable Section 715.9.2.1, 715.9.2.2, 715.9.2.3, or 715.9.2.4 when tested in accordance with ASTM D4956.

If artificial accelerated lab weathering is conducted in order to obtain provisional approval for a material intended for work zone applications, per Section 715.9.2.9.1.1, the weathering process shall be done in accordance with the ASTM D4956 specifications. The performance requirements for the results of the testing shall be the same as described herein for accelerated outdoor weathering.

**715.9.2.9.1.2--CSS Evaluation:** Material Types and their matched components that are typically used in manufacturing processes within the CSS are subject to evaluation by WVDOH personnel for their suitability for use within the Division's CSS. This evaluation is primarily focused on the compatibility, workability, and general "user friendliness" of the materials when used for production purposes within the CSS using the equipment in place at the CSS, as well as the characteristics of the materials in these regards relative to other materials which have already been approved. The suitability of the materials in these regards shall be based solely on the judgment of the Division. The un-acceptance of the manufacturer's sheeting material and/or matched components based

on this evaluation shall not prevent the listing of these materials on the APL and the use of these materials by private fabricators supplying finished products to the WVDOH or to Contractors performing Contracts for the WVDOH.

In order for a sheeting material to be eligible for bidding on any Division raw material supply Contract, particular Section(s) of the Contract may require that only the sheeting material be determined to be suitable for use within the CSS. Other Section(s) may require that one or more of the matched components also be determined to be suitable for use within the CSS. These requirements shall be indicated in the raw material supply Contract.

In addition to any other requirements specified herein, in order to be accepted for manufacturing purposes within the CSS all sheeting materials shall permit application to aluminum blanks and shall permit processing with compatible matched components at temperatures between 60 to 100°F (16 to 38°C) and relative humidity at 20% to 80 % when performed in accordance with the manufacturer's recommendations. In addition, the sheeting and the matched component inks shall allow oven accelerated curing, providing that the manufacturer's recommendations are followed.

Any restrictions on the use of the material or any of the matched components within the CSS shall be noted on the APL.

In addition to the information provided above, note the following:

1. Type ASTM-I material is not specified for any applications on WVDOH advertised construction projects. The specifications and approval process described herein for Type ASTM-I material are in place solely for the purpose of establishing requirements for the placement of Type ASTM-I materials on the Division's APL. A listing of approved Type ASTM-I materials is maintained in order to establish a list of materials approved for bidding on Division raw material supply Contracts. Therefore, no Type ASTM-I material that is not accepted by the Division for manufacturing purposes within the CSS shall be placed on the APL.
2. Type ASTM-IV sheeting materials and their matched components intended for work zone (as described herein) applications only are not required to be evaluated for use within the CSS.
3. Type ASTM-VI sheeting materials and their matched components are not required to be evaluated for use within the CSS.
4. With the exception of fluorescent-orange material and its' applicable matched components intended for use in manufacturing temporary work zone signs, Type ASTM-XI sheeting materials and their matched components intended for work zone (as described herein) applications only are not required to be evaluated for use within the CSS.

**715.9.2.9.2-Transfer Films:** The transfer film section of the APL is solely for the purpose of establishing an approved list of transfer tapes for bidding on Division raw material supply Contracts. Private fabricators are not required to utilize transfer tapes listed on the APL. This shall be noted on the APL. Therefore, no transfer film that is not accepted by the Division for manufacturing purposes within the CSS shall be placed on the APL.

All transfer films submitted for approval shall be transparent. No other specific requirements are listed herein. However, transfer films shall be thoroughly evaluated by personnel within the Division's CSS. The CSS evaluation is primarily focused on the compatibility, workability, and general "user friendliness" of the material when used for production purposes within the CSS using the equipment in place at the CSS, as well as the characteristics of the material in these regards relative to other transfer films which have already been approved. The suitability of the material in this regard shall be based solely on the judgment of the Division.

# 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 Vendor Preference, if applicable.

- 1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: M.H. CORBIN, INC

Date: 1/14/15

Signed: KATHARINE MCGOUGH

Title: CUSTOMER SERVICE MANAGER



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: M. H. CORBIN, INC

Authorized Signature: Katherine McGaughey Date: 1/14/15

State of OH

County of Union, to-wit:

Taken, subscribed, and sworn to before me this 14 day of January, 2015.

My Commission expires March 17, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Lori A. Killian



Purchasing Affidavit (Revised 07/01/2012)

Notary Public  
State of Ohio  
My Commission Expires 3-17-15

**NOTE:**  
Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.