



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Jump to: FORMS



Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0803

ID: ESR02211700000003981

Ver.: 1

Function: New

Phase: Final

Modified by batch , 02/23/2017

Header @ 7

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 289033

Procurement Type: Central Master Agreement

Vendor ID: 000000175302



Legal Name: TRAFFIX DEVICES INC

Alias/DBA:

Total Bid: \$14,965.00

Response Date: 02/21/2017



Response Time: 19:39

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT1700000056

Published Date: 2/1/17

Close Date: 2/23/17

Close Time: 13:30

Status: Closed

Solicitation Description: CHANNELIZER CONES FOR ALL ROADWAYS

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia  
Solicitation Response

Proc Folder : 289033  
Solicitation Description : CHANNELIZER CONES FOR ALL ROADWAYS  
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-23 13:30:00	SR 0803 ESR02211700000003981	1

<b>VENDOR</b>
000000175302 TRAFFIX DEVICES INC

Solicitation Number: CRFQ 0803 DOT17000000056

Total Bid : \$14,965.00      Response Date: 2017-02-21      Response Time: 19:39:11

Comments:

<b>FOR INFORMATION CONTACT THE BUYER</b> Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov		
Signature on File	FEIN #	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	COMPLETE FLEXIBLE PLASTIC CHANNELIZER CONE	500.00000	EA	\$29.300000	\$14,650.00

Comm Code	Manufacturer	Specification	Model #
46161508			

**Extended Description :** COMPLETE FLEXIBLE PLASTIC CHANNELIZER CONE, TO INCLUDE SHEETING (PRE-APPLIED), AND RUBBER BASE

**Comments:** Traffix PN: 46266-CRU-16HIP

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE	10.00000	EA	\$13.500000	\$135.00

Comm Code	Manufacturer	Specification	Model #
46161508			

**Extended Description :** REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE, TO INCLUDE SHEETING PRE-APPLIED. MODEL SUPPLIED SHALL BE SAME AS MODEL SUPPLIED UNDER ITEM #1. (CHANNELIZER CONE ONLY)

**Comments:** Traffix PN: 46266-CHIP

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE	10.00000	EA	\$18.000000	\$180.00

Comm Code	Manufacturer	Specification	Model #
46161508			

**Extended Description :** REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE RUBBER BASE. MODEL SUPPLIED SHALL BE SAME AS MODEL SUPPLIED UNER ITEM #1. (BASE ONLY)

**Comments:** Traffix PN: 42016-CRU

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 exceeds 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: Traffix Devices, Inc.

Authorized Signature: Alex Shappard Date: 2/21/17

State of California

County of Orange, to-wit:

Taken, subscribed, and sworn to before me this 21 day of February, 2017.

My Commission expires September 18, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC

Megan Holyoak Shaw

Purchasing Affidavit (Revised 08/01/2015)



**EXHIBIT\_A Pricing Page**

**BID SCHEDULE**

Quantities listed in this RFQ are approximations only. 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.

Item Number	Estimated Quantity	Unit of Measure	Description	Unit Cost	Extended Total Amount	Inventory Subcode (DOH Use Only) (Class 019 Type 008)
<b>FLEXIBLE PLASTIC CHANNELIZER CONES</b>						
1	500	each	Complete Flexible Plastic Channelizer Cone, to include sheeting (pre-applied), and rubber base	\$ 29.30	\$ 14,650.00	080615
2	10	each	Replacement Flexible Plastic Channelizer Cone, to include sheeting pre-applied. Model supplied shall be same as model supplied under Item #1. (CHANNELIZER CONE ONLY)	\$ 13.50	\$ 135.00	080616
3	10	each	Replacement Flexible Plastic Channelizer Cone rubber base. Model supplied shall be same as model supplied under Item #1. (BASE ONLY)	\$ 18.00	\$ 180.00	080618
<b>CONTRACT TOTAL</b>					\$ 14,965.00	

**PRODUCT COMPLIANCE CHECKLIST FORM**

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

**CHANNELIZER CONES - ALL ROADWAYS (ITEMS 1-3)**

1) Channelizer Cone manufacturer: Traffix Devices, Inc.

2) Trade name(s) and model number(s) of Channelizer Cones to be supplied: Looper Cone w/ 16 lb. Base and (2) 6" orange and (2) 6" white reflective Bands PN: 46266-CRU-16H1P

3) Channelizer Cone APL lab approval number: 1394651

4) Manufacturer(s) and Series number(s) of sheeting(s) to be utilized: 3M Series 331X, Avery Dennison W-6XXX or Orafol 5930 series

5) Sheeting APL lab approval number(s): 1433736, 1394160 or 1436963

6) Channelizer Cones supplied with horizontal, circumferential, alternating orange and white retroreflective stripes that are 6 inches wide?

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

7) Channelizer Cones have a minimum of two orange and two white stripes with the top stripe being orange with any non-retroreflectORIZED spaces between the horizontal orange and white stripes not exceeding 1 inch?

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

8) Sheeting used on Channelizer Cones is Type ASTM-IV material, approved for use on Channelizer Cones, listed on the WVDOT APL for Retroreflective Sheatings?

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

9) Channelizer cone is listed on the Materials Division "Channelizer Cones" Approved Product List (APL)?

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

10) The intended applications for the sheeting manufacturer's products to be supplied under this contract are in accordance with the sheeting manufacturer's recommendations, and the sheeting manufacturer has reviewed the recommended application procedures with the device manufacturer.

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

11) Product bid for items 1-3 is a model listed within the "approved for use on all roadways" section of the APL and is manufactured of low density polyethylene?

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

12) Channelizer Cone is permanently <sup>marked with flame treated silk screening</sup> stamped in a prominent location with the letters "WVDOT" a minimum of 1" in height?

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

PRINT NAME: Denise Sheppard

SIGN NAME: Denise Sheppard

NAME OF VENDOR: Traffix Devices, Inc.

DATE: 2/22/17



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

State of West Virginia  
Request for Quotation  
19 — Highways

Proc Folder: 289033

Doc Description: CHANNELIZER CONES FOR ALL ROADWAYS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-01	2017-02-23 13:30:00	CRFQ 0803 DOT1700000056	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:

TRAFFIX DEVICES, INC.  
160 Avenida La Pata  
San Clemente, CA 92673  
(949) 361-5663

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

Signature X

FEIN #

33-0217824

DATE

2/22/17

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



**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH), Traffic Engineering to establish an open-end contract for Flexible Plastic Channelizer Cones per attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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	COMPLETE FLEXIBLE PLASTIC CHANNELIZER CONE	500.00000	EA	\$ 29.30	\$ 14,650.00

Comm Code	Manufacturer	Specification	Model #
46161508	Traffix Devices, Inc.	Looper Channelizer Cone with 16 lb. Base (4) 6" Bands	46266-CRU-16HIP

**Extended Description :**

COMPLETE FLEXIBLE PLASTIC CHANNELIZER CONE, TO INCLUDE SHEETING (PRE-APPLIED), AND RUBBER BASE

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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
2	REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE	10.00000	EA	\$ 13.50	\$ 135.00

Comm Code	Manufacturer	Specification	Model #
46161508	Traffix Devices, Inc.	Looper Channelizer Cone - Only	46266-CHIP

**Extended Description :**

REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE, TO INCLUDE SHEETING PRE-APPLIED. MODEL SUPPLIED SHALL BE SAME AS MODEL SUPPLIED UNDER ITEM #1. (CHANNELIZER CONE ONLY)

INVOICE TO		SHIP TO	
VARIOUS AGENCY 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
3	REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE	10.00000	EA	<i>\$18.00</i>	<i>\$180.00</i>

Comm Code	Manufacturer	Specification	Model #
46161508	<i>Traffix Devices, Inc.</i>	<i>Loopier Cone 16 16. Base Only</i>	<i>42016-CRU</i>

**Extended Description :**

REPLACEMENT FLEXIBLE PLASTIC CHANNELIZER CONE RUBBER BASE. MODEL SUPPLIED SHALL BE SAME AS MODEL SUPPLIED UNER ITEM #1. (BASE ONLY)

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by:	2017-02-10

<b>DOT1700000056</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> CHANNELIZER CONES FOR ALL ROADWAYS	<b>Page 4</b> <b>of 4</b>
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#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

CRFQ 0803 DOT1700000056  
REQUEST FOR QUOTATION  
**Channelizer Cones**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) – Traffic Engineering to establish an open-end contract for Flexible Plastic Channelizer Cones.
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 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit\_A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“WVDOH”** means West Virginia Division of Highways.
  - 2.5 **“APL”** means Approved Product List.
  - 2.6 **“AASHTO”** means American Association of State Highway and Transportation Officials.
  - 2.7 **“ASTM”** means American Society for Testing and Materials.
  - 2.8 **“Type ASTM-IV Reflective Sheeting”** means a retroreflective sheeting referred to as “high-intensity” that is typically a non-metalized micro-prismatic retroreflective element material.
  - 2.9 **“MP”** means Materials Procedure.
  - 2.10 **“Standard Specifications”** refers to the 2010 Standard Specifications and the latest Supplemental Specifications.

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**Channelizer Cones**

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**2.11 “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.

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

**2.13 “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/Pages/Listings\\_Sorted.aspx](http://www.transportation.wv.gov/highways/mcst/Pages/Listings_Sorted.aspx)

The APL is established in a manner consistent with the requirements contained in the Standard Specifications for retroreflective sheeting materials. Please make reference to Note #1 associated with the APL. 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-IV. 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>

**2.14 “Channelizer Cones APL”** means the version of the WVDOH Approved Products List for Channelizer Cones in effect as of the advertising date of this Contract. This APL may be found at:  
[http://www.transportation.wv.gov/highways/mcst/Pages/Listings\\_Sorted.aspx](http://www.transportation.wv.gov/highways/mcst/Pages/Listings_Sorted.aspx)

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

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REQUEST FOR QUOTATION  
**Channelizer Cones**

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WVDOH approval procedures. Unless otherwise noted, the make and model of the channelizer cones supplied under this Contract shall be a model listed on the APL. 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>

### **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.

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 Channelizer Cones**

- 3.1.1.1** The Channelizer Cones supplied as part of this Contract shall be a model listed within the section of the WVDOH APL reserved for models approved for use on all roadways, and shall meet any additional requirements specified in this Contract.
- 3.1.1.2** All Channelizer Cones shall be supplied with horizontal, circumferential, alternating orange and white retroreflective stripes 6-inches wide.
- 3.1.1.2.1** Channelizer Cones shall have a minimum of two (2) orange and two (2) white stripes with the top stripe being orange.

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REQUEST FOR QUOTATION  
**Channelizer Cones**

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- 3.1.1.2.2** Any non-retroreflectorized spaces between the horizontal orange and white stripes shall not exceed 1-inch.
- 3.1.1.3** Sheeting used on Channelizer Cones shall be Type ASTM-IV High Intensity Grade. The sheeting used by the supplier shall be a Type ASTM-IV material listed on the WVDOH APL for Retroreflective Sheatings.
- 3.1.1.4** The product bid shall be manufactured using Low Density Polyethylene.
  - 3.1.1.4.1** High Density Polyethylene shall not be allowed.
- 3.1.1.5 THE PRODUCT BID SHALL HAVE A MAXIMUM BASE WEIGHT OF TWENTY (20) LBS.**
- 3.1.1.6** Each Channelizer Cone shall be permanently stamped in a prominent location with the letters “WVDOH”, a minimum of 1” in height.

**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 as shown on the Pricing Pages.

The Product Compliance Checklist Form that is attached as Exhibit\_B should be included with the bid package completed in its' entirety by the vendor. This Checklist Form must be submitted prior to award.

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 prior to award. 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.

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REQUEST FOR QUOTATION  
**Channelizer Cones**

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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 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. If a different product manufacturer is used during the life of the Contract, it must be in accordance to the terms, conditions, specifications, pricing and all authorized change orders of the original Contract.

The vendor will be required to submit a copy of a certification letter originating from the device 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 but must be provided prior to award. This Contract shall not be awarded without receipt of this letter. NCHRP-350 can be found by following this link: [http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp\\_rpt\\_350-a.pdf](http://onlinepubs.trb.org/Onlinepubs/nchrp/nchrp_rpt_350-a.pdf).



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- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling in all required information. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:  
[Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form 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. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Minimum Order Size:** Each order shall include a minimum total of 25 each channelizer cones, with or without bases.
- 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 twenty-five (25) 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 Delivery Requirement:** All components shall be shipped adequately and secured on pallets for ease in unloading. Any material delivered not meeting the above requirement shall be subject to being returned to the Vendor at the Vendor's expense.

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REQUEST FOR QUOTATION  
**Channelizer Cones**

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In this case, the vendor shall be responsible for the shipment of the returned materials back to the purchasing organization, packaged as specified above. In addition, the provisions of 6.3 shall remain in effect. The order shall be considered “delivered in full” at the time of the delivery of the returned materials back to the purchasing organization. Furthermore, the number of days for completion of the order shall be calculated 6.3.

**6.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing at the Blanket Release 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 forty-five (45) 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 Release Order. The penalty shall be calculated based on the Table shown at the following address:  
<http://www.transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>

The original total amount of the Release 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.

**6.4 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.

**6.5 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

CRFQ 0803 DOT1700000056  
REQUEST FOR QUOTATION  
Channelizer Cones

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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.

- 6.6 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.

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**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation 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: Denise Sheppard  
Telephone Number: 949-361-5663  
Fax Number: 949-361-9205  
Email Address: dsheppard@traffixdevices.com

## **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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "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.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "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.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "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 \_\_\_\_\_ upon 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) 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. 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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.

☐ **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.

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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.



**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_  
\_\_\_\_\_

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

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**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 \$40 for \$0 - \$25,000 orders, \$70 for \$25,000 - \$100,000 orders, and \$150 for \$100,000 to \$500,000 orders

for each Calendar Day beyond 45 Working Days ARO, until the order is received in full.

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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**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. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

**19. 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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. 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 laws, regulations, and ordinances.

**23. 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.

**24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. 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.

**41. 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).

**42. 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.

**43. 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.



**44. 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.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Denise Sheppard - Contracts & Bids Admin.  
(Name, Title)  
Denise Sheppard - Contracts & Bids Administrator  
(Printed Name and Title)  
160 Avenida La Pata, San Clemente, CA. 92673  
(Address)  
949-361-5663 / 949-361-9205  
(Phone Number) / (Fax Number)  
dsheppard@traffixdevices.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Traffix Devices, Inc.  
(Company)

Denise Sheppard - Contracts & Bids Admin.  
(Authorized Signature) (Representative Name, Title)

Denise Sheppard - Contracts & Bids Administrator  
(Printed Name and Title of Authorized Representative)

2/22/17  
(Date)

949-361-5663 / 949-361-9205  
(Phone Number) (Fax Number)



## **Certification of Crashworthiness For Category 1 Traffic Control Devices**

Department of Transportation  
Bureau of Highway Safety

Dear Sir:

This is to certify that TrafFix Devices Category 1 devices have met the NCHRP-350 TL-3 crash test criteria. These devices include the 28" Grabber Cone, 42" Grabber Cone, 42" Grabber Cone Vertical Panel, 28" Grabber Tube, 42" Grabber Tube, 42" Looper Cone, 42" Looper Tube and the 42" Channelizer Drums. Category 1 Certification is for devices without lights and with or without rubber ballast of 10lb., 12lb., 16lb., 25lb., 30lb. or 40lb.

Self-Certification for the Category 1 devices is based on crash test compliance with NCHRP 350 (TL-3) and on many years of demonstrably safe operational performance in the field. This certification also validates that these products have been manufactured to the same specification used for the NCHRP 350 tested products.

Sincerely,

A handwritten signature in cursive script that reads "Felipe Almanza".

Felipe Almanza  
Director of Engineering

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San Clemente, California 92673  
(949) 361-5663  
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